

DRAFT DECLARATION  
DECLARATION OF CONDOMINIUM  
OF  
SPYGLASS RIDGE  
CONDOMINIUM

[TO BE UPDATED UPON FINAL APPROVAL OF DECLARATION]

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THIS DECLARATION OF CONDOMINIUM (the "Declaration") is made as of the      day of      , 2024 by PRESCOTT POINT, LLC , a Rhode Island limited liability company having a mailing address of 543 Thames Street, Newport, Rhode Island, Attention: Christopher C. Bicho, a Co-Managing Member (the "Declarant"), as the owner in fee simple of the hereinafter defined Real Estate.

**ARTICLE I**  
**SUBMISSION**

**Section 1.1**     **Master Declarant: Property Name.** Adult Assisted Care Associates, LLC (the "Master Declarant"), as the owner in fee simple of certain real estate (which includes the Real Estate described in the Master Declaration) (the "Master Real Estate" containing approximately 105.9 acres of land in the aggregate located in Portsmouth and Middletown, Rhode Island and having a mailing address of 2547 West Main Road, Portsmouth, Rhode Island and also known as Lot 1A on Portsmouth Tax Assessor's Plat 65 and Lot 7 on Middletown Tax Assessor's Plat 104), has previously submitted the Master Real Estate, together with and subject to all easements, rights and appurtenances thereto belonging and the Buildings and Improvements (as those terms are hereinafter defined) now existing or to be erected thereon from time to time (collectively herein referred to as, the "PRESCOTT POINT Property" and previously referred to as the "FREEDOM BAY Property") to the provisions of the Rhode Island Condominium Act of 1982, R.I. Gen. Laws Section 34-36.1-1.01 *et. seq.*, as amended (the "Act"), pursuant to that certain Declaration of Condominium of FREEDOM BAY Condominium dated May 19, 2004 (the "Master Declaration"), recorded in the Records of Land Evidence of the Town of Middletown, Rhode Island in Book 852, Page 74, and in the Town of Portsmouth, Rhode Island in Book 1033, Page 168, as amended by a First Amendment to the Declaration of Condominium recorded in the Records of Land Evidence of the Town of Middletown, Rhode Island in Book 872, Page 256, and in the Town of Portsmouth, Rhode Island in Book 1062, Page 236, a Second Amendment to the Declaration of Condominium recorded in the Records of Land Evidence of the Town of Portsmouth, Rhode Island in Book 1048, Page 163 and which Master Declaration, as amended by the First Amendment and Second Amendment, has been amended and restated in its entirety pursuant to a certain Amended and Restated Declaration of Condominium of FREEDOM BAY Condominium, dated November 4, 2005 recorded in the Records of Land Evidence of the Town of Middletown, Rhode Island in Book 955, Page 153 and in the Town of Portsmouth, Rhode Island in Book 1158, Page 103, as amended by a First Amendment to the Amended and Restated Declaration of Condominium recorded in the Records of Land Evidence of the Town of Middletown, Rhode Island in Book 957, Page 158, and in the Town of Portsmouth, Rhode Island in Book 1159, Page 164, and as further amended and restated by a Second Amended and Restated Declaration of Condominium recorded in the Records of Land Evidence of the Town of Middletown, Rhode Island in Book 1222, Page 64, and in the Town of Portsmouth , Rhode Island in Book 1461, Page 66, and as further amended by a First Amendment to the Second Amended and Restated Declaration of Condominium, recorded in the Records of Land Evidence of the Town of Middletown, Rhode Island in Book 1260, Page 191, and in the Town of Portsmouth, Rhode Island in Book 1505, Page 226, as further amended by a Second Amendment to the Second Amended and Restated Declaration of Condominium, recorded in the Records of Land Evidence of the Town of Middletown, Rhode Island in Book 1371, Page 132, and in the Town of Portsmouth, Rhode Island in Book 1639, Page 188, and as further amended by a Third Amendment to the Second Amended and Restated Declaration of Condominium, recorded in the Records of Land Evidence of the Town of Middletown, Rhode Island in Book 1433, Page 63, and in the Town of Portsmouth, Rhode Island in Book 1709, Page 17, and as further amended by a Fourth Amendment to the Second Amended and Restated Declaration of Condominium, recorded in the Records of Land Evidence of the Town of Middletown, Rhode Island in Book 1451, Page 249, and in the Town of Portsmouth, Rhode Island in Book 1729, Page 112, and as further amended by a Fifth Amendment to the Second Amended and Restated Declaration of Condominium, recorded in the Records of Land Evidence of the Town of Middletown, Rhode Island in Book 1518, Page 202, and the Town of Portsmouth, Rhode Island in Book 1808, Page 296, and as further amended by a Sixth Amendment to the

Second Amended and Restated Declaration of Condominium, recorded in the Records of Land Evidence of the Town of Middletown, Rhode Island in Book 1552, Page 100, and the Town of Portsmouth, Rhode Island in Book 1842, Page 128, and as further amended by a Seventh Amendment to the Second Amended and Restated Declaration of Condominium, recorded in the Records of Land Evidence of the Town of Middletown, Rhode Island in Book 1582, Page 266, and the Town of Portsmouth, Rhode Island in Book 1888, Page 65, all recorded prior hereto, thereby creating with respect to the Property a residential community condominium, originally known as FREEDOM BAY Condominium and now known as PRESCOTT POINT Condominium (the "Master Condominium"). The Master Condominium initially consisted of three (3) land only Master Units (as that term is hereinafter defined) and, by virtue of the merger of Master Land Units 1 and 2 and the First Amendment to the Second Amended and Restated Declaration of Condominium, now contains three (3) land only Master Units (including land only Master Unit 4) and, by virtue of the Second Amendment to the Second Amended and Restated Declaration of Condominium, is now intended to contain nine (9) land only Master Units (Master Units One and Two having been merged by virtue of said Second Amendment to the Second Amended and Restated Declaration of Condominium). The Master Declarant reserved the right for itself and its successors and assigns to create one or more Sub-Condominium Units in a Sub-Condominium (as defined in the Master Declaration) on the Master Units.

**Section 1.2** **Declarant Property: Name** The Declarant, the successor owner and Declarant of Master Land Unit 3, by the recording of this Declaration, hereby exercises its rights to create a Land Only Sub-Condominium upon Master Land Unit 3 of the Master Condominium (to be known as the "SPYGLASS RIDGE CONDOMINIUM"), described in Exhibit A and hereby submits the SPYGLASS RIDGE Property, together with and subject to all easements, rights and appurtenances thereto belonging and the Buildings and Improvements now existing or to be erected thereon from time to time to the Act and hereby creates with respect to Master Land Unit 3 a "Land Only" residential condominium consisting of 6 units, to be known as SPYGLASS RIDGE Condominium (the "Condominium").

**Section 1.3** **Easements and License**, Included among the easements, rights and appurtenances referred to in **Section 1.1** above are the following easements and licenses which encumber the Real Estate:

- (a) The rights of others, public or private, to the drainage and flow of water in and to all streams on the SPYGLASS RIDGE Property;
- (b) The rights of the United States Government, the State of Rhode Island and the Towns of Portsmouth and Middletown, Rhode Island or any of their departments or agencies, to regulate and control the use or flowage of water or regulation of wetlands, and the disposal of sewage on the SPYGLASS RIDGE Property;
- (c) The easements and other matters set forth on Exhibit E to the extent now in force and applicable;
- (d) The easement rights herein reserved or granted;
- (e) The conditions and easements disclosed in the Plats and Plans including, by way of illustration and not limited to, the drainage and retention areas, parks, open space, garden/parks, pathways, roadways, cemeteries and the areas subject to the Declarant's rights set forth herein and the Master Declarant's rights set forth on the Master Declaration; and
- (f) The rights of Master Unit Owners and Sub-Condominium Unit Owners to use any road or way shown on the Plats and Plans to access Master Units or Sub-Condominium Units and to use the

wastewater treatment systems, utilities, conduits, detention areas, drainage systems and other areas intended for the use of all Master Unit Owners (and Sub-Condominium Unit Owners, if applicable).

## ARTICLE 2 DEFINITIONS

**Section 2.1** Terms Defined in the Act. Capitalized terms used but not defined herein or on the Plats and Plans shall have the meanings specified in the Act, which definitions are incorporated herein by reference. The masculine gender shall be deemed to include the feminine gender and the singular shall include the plural, and vice versa.

**Section 2.2.** Terms Specifically Defined in this Declaration. In addition to the terms hereinabove defined or incorporated herein by reference, the following terms shall have the following meanings in this Declaration, the Bylaws and the Plats and Plans:

(a) "Allocated Interest" means the undivided interest in the Common Elements, the common expense liability, and votes in the Association allocated or appurtenant to each Sub-Condominium Unit, as set forth in Exhibit B and as the same may be amended from time to time, as well as all other applicable interests in the Condominium.

(b) "Annual Assessment" means a Sub-Condominium Unit Owner's share of the anticipated Common Expenses for each of the Association's fiscal years as reflected in the budget adopted by the Executive Board for such year, as the same may be amended and updated from time to time.

(c) "Association" means the Sub-Condominium Unit Owners' Association for the Condominium, which is known as SPYGLASS RIDGE Condominium Association. The Association shall have all of the powers permitted or described in the Act including, without limitation, Sections 34-36.1-2.20 and 3.02. Without limiting the generality of the foregoing, the Association shall be deemed to have all powers described in Section 34-36.1-3.02 of the Act delegated to it.

(d) "Building" or, in the plural "Buildings", means each dwelling, structure, garage or other Improvement now existing or hereafter constructed on the Property.

(e) "Bylaws" means the document having that name and providing for the governance of the Association pursuant to Section 34-36.1-3.06 and the other applicable Sections of the Act, as such document may be amended from time to time.

(f) "Common Expenses" means all expenditures by or financial liabilities of the Association and all costs, expenses and other liabilities lawfully assessed against the Sub-Condominium Unit Owners, (i) in connection with the administration, management, maintenance, repair, and replacement of the Common Elements; (ii) incurred by the Executive Board in connection with the exercise of its rights or the performance of its duties and obligations hereunder; (iii) determined by the Association to be Common Expenses; (iv) the Association's share of Master Common Expenses pursuant to the Master Declaration and Master By- Laws; (v) declared to be Common Expenses by the provisions of this Declaration or the By- Laws or the Master Declaration and Master By-Laws; and/or as set forth on Exhibit H.

(g) "Common Elements" or, in the singular, a "Common Element" means all portions of the SPYGLASS RIDGE Property other than the Sub-Condominium Units as contemplated in Section 34-36.1-1.03(17) and

other applicable sections of the Act, and as shown or depicted as "Common Elements" on the Plats and Plans.

(k) "Condominium" means the Condominium described in Section 1.2 above.

(l) "Condominium Documents" includes the Master Declaration, Master By-Laws, this Declaration, the Plats and Plans, the Bylaws, and the Rules and Regulations, as applicable.

(m) "Declarant" means the Declarant described on page 1 hereof.

(n) "Declaration" means this document, as the same may be amended from time to time.

(o) "Development Rights" means those rights which the Master Declarant has reserved to itself in the Master Declaration and assigned and transferred to the Declarant with respect to the Real Estate. The Declarant reserves all Development Rights and Special Declarant Rights permitted by the Act and any other applicable law.

(p) "Eligible Mortgage Holder" means the first mortgagee who registers with the Association's Master Association pursuant to Section 8.2 hereof.

(q) "Executive Board" means the Executive Board of the Association as more particularly described in the Bylaws.

(r) "General Common Expenses" means Common Expenses excluding Limited Common Expenses.

(s) "Improvement" means any Building, structure or other improvement now or hereafter constructed on the SPYGLASS RIDGE Property.

(t) "Individual Unit" shall have the same meaning as that term is utilized in the Master Declaration, as amended.

(u) "Individual Unit Owners" shall mean the owners of record title to the Individual Units.

(v) "Insurance Trust Agreement" means that certain agreement, if any, between the Association and the Insurance Trustee providing for the management and disbursement of insurance proceeds in accordance with Section 9.1 hereof.

(w) "Insurance Trustee" means that certain entity responsible for the management and disbursement of insurance proceeds pursuant to the Insurance Trust Agreement, if any.

(x) "Limited Common Elements" means those Limited Common Elements described herein and/or as shown or depicted on the Plats and Plans as being limited common elements, such Limited Common Elements being allocated for the exclusive use of one or more but fewer than all of the Sub-Condominium Units.

(y) "Master Allocated Interest" shall mean the undivided interest in the Master Common Elements appurtenant to a Master Unit as described in the Master Declaration.

(z) "Master Annual Assessment" means a Master Unit Owner's or Sub-Condominium Unit Owner's share of the anticipated Master Common Expenses for each of the Master Association's fiscal years as

reflected in the budget adopted by the Executive Board for such year, as the same may be amended and updated from time to time.

(aa) "Master Association" shall mean PRESCOTT POINT Condominium Association, as the same may from time to time be amended and/or restated..

(bb) "Master Bylaws" shall mean the bylaws of the Master Association, as the same may from time to time be amended and/or restated.

(cc) "Master Common Elements" shall mean the common elements of the PRESCOTT POINT Condominium as described in the Master Declaration.

(dd) "Master Common Expenses" shall mean all expenditures made by or financial liabilities of the Master Association, together with any allocations to reserve for the payment of expenditures and financial liabilities.

(ee) "Master Declaration" shall mean the Declaration of Condominium for FREEDOM BAY Condominium, now known as PRESCOTT POINT Condominium, dated May 19, 2004 and recorded in the Portsmouth Land Evidence Records in Book 1033 at Page 168 and in the Middletown Land Evidence Records in Book 852, at Page 74, as amended by a First Amendment dated September 17, 2004 and recorded September 29, 2004 at Book 1062 at Page 236 of the Portsmouth Land Evidence Records and in the Middletown Land Evidence Records at Book 872, at Page 256 as amended by a Second Amendment recorded in Book 1048 at Page 163 in the Portsmouth Land Evidence Records, as amended and restated in its entirety pursuant to a certain Amended and Restated Declaration of Condominium of FREEDOM BAY Condominium, dated November 4, 2005 recorded in Book 955 at Page 153 in the Middletown Land Evidence Records and in Book 1158, at Page 103 in the Portsmouth Land Evidence Records, as amended by a First Amendment to the Amended and Restated Declaration of Condominium, recorded in Book 957 at Page 58 in the Middletown Land Evidence Records and in Book 1159 at Page 164 in the Portsmouth Land Evidence Records , and as further amended and restated by a Second Amended and Restated Declaration of Condominium recorded in the Records of Land Evidence of the Town of Middletown, Rhode Island in Book 1222, Page 64, and in the Town of Portsmouth , Rhode Island in Book 1461, Page 66, and as further amended by a First Amendment to the Second Amended and Restated Declaration of Condominium, recorded in the Records of Land Evidence of the Town of Middletown, Rhode Island in Book 1260, Page 191, and in the Town of Portsmouth, Rhode Island in Book 1505, Page 226 and as further amended by a Second Amendment to the Second Amended and Restated Declaration of Condominium, recorded in the Records of Land Evidence of the Town of Middletown, Rhode Island in Book 1371, Page 132, and in the Town of Portsmouth, Rhode Island in Book 1639, Page 188 as further amended by a Third Amendment to the Second Amended and Restated Declaration of Condominium, recorded in the Records of Land Evidence of the Town of Middletown, Rhode Island in Book 1433, Page 63, and in the Town of Portsmouth, Rhode Island in Book 1709, Page 17, and as further amended by a Fourth Amendment to the Second Amended and Restated Declaration of Condominium, recorded in the Records of Land Evidence of the Town of Middletown, Rhode Island in Book 1451, Page 249, and in the Town of Portsmouth, Rhode Island in Book 1729, Page 112, , and as further amended by a Fifth Amendment to the Second Amended and Restated Dclaration of Condominium, recorded in the Records of Land Evidence of the Town of Middletown, Rhode Island in Book 1518, Page 202, and the Town of Portsmouth, Rhode Island in Book 1808, Page 296, and as the same may from time to time be amended and/or restated.

(ff) "Master Executive Board" shall mean those persons elected from time to time as members of the executive board of the Master Association pursuant to the Master Declaration, the Master Bylaws and/or the

Act to act on behalf of the Master association

(gg) "Master Limited Common Elements" means those Master Unit Common Elements described in the Master Declaration and as shown or depicted on Plats and Plans recorded therewith as being limited common elements, such Master Limited Common Elements being allocated for the exclusive use of one or more but fewer than all of the Master Units and/or Sub-Condominium Units.

(hh) "Master Limited Expenses" means expenses incurred or payable by the Master Unit Owners with respect to the Master Limited Common Elements and described in the Master Declaration.

(ii) "Master Unit" means each of the parcels of land now or hereafter designated as Master Units in the Master Declaration or on the Plats and Plans including any fixtures, Buildings, Structures and other Improvements now existing or constructed thereon from time to time, together with the air space above each such designated Master Unit.

(jj) "Master Unit Owner" shall mean each owner of record title to a Master Unit.

(kk) "Monthly Assessment" means the Sub-Condominium Unit Owner's share of the anticipated Common Expenses consistent with the terms hereof, the Act and the Bylaws, allocated to each Sub-Condominium Unit, for each month of the Association's fiscal year as reflected in the budget adopted by the Executive Board for such year.

(ll) "Mortgagee" means the holder of any recorded first mortgage encumbering one or more of the Sub-Condominium Unit.

(mm) "Non-Residential Unit" means a Sub-Condominium Unit restricted by the Declarant by deed restriction or the amendment to this Declaration creating such Unit (or other applicable condominium documents) to use for a stated non-residential purpose..

(nn) "Permitted Uses" shall mean, in the case of Residential Units, use and occupation of the space involved as a residential dwelling and otherwise satisfying any qualification requirements applicable thereto as imposed by the Declarant and, in the case of non-residential uses, shall mean any lawful use as permitted under the zoning approvals, or under any other applicable zoning laws, but excluding use as a residential dwelling.

(oo) "Plats and Plans" means the Plats and Plans recorded herewith and described on Exhibit D attached hereto, as the same may be amended from time to time and as described in R.I.G.L. 34-36.1.2.09. The Plats and Plans may show certain Improvements which the Declarant reserves the right to construct but which need not be built. The exact location of all Common Elements, Limited Common Elements and other Improvements will be shown on the revised Plats and Plans recorded by the Declarant from time to time in the exercise of the Declarant's Development Rights and Special Declarant Rights. The Plats and Plans shall also refer to those Plats and Plans as defined in the Master Declaration.

(pp) "Qualified Appraisal" shall mean and refer to an appraisal conducted by a qualified appraiser agreed upon by the Association and the Individual Unit Owner or Sub-condominium Unit Owner. In the event the Association and the Individual Unit Owner or Sub-condominium Unit Owner cannot agree upon the selection of an appraiser, each party shall designate an appraiser and the appraisers shall set a value for the Individual Unit or Sub-Condominium Unit in question. In the event there is disagreement as to

value among the appraisers, the appraisers shall select a third appraiser and the value shall be set at the greater of (i) the original purchase price of the Individual Unit or Sub-Condominium Unit; or (ii) the value set by the third appraiser.

(qq) "Record" or "recorded" means to record in the Office of the Recorder of Deeds of both the Towns of Middletown and Portsmouth, Rhode Island.

(rr) "Residential Unit" means a Sub-Condominium Unit restricted by the Declarant by deed restriction or the amendment to this Declaration creating such unit (or other applicable condominium documents) to use for a residential purpose, including such accessory uses as a garage and for storage, by one or more person(s) who satisfy any qualifications imposed upon such Unit owners by the Declarant.

(ss) "Rules and Regulations" means such rules and regulations as are promulgated by the Declarant or the Executive Board from time to time with respect to the use of all or any portion of the Property. The initial Rules and Regulations are attached hereto as Exhibit F.

(tt) "Special Assessment" means a Sub-Condominium Unit Owner's share of any assessment made by the Executive Board in addition to the Monthly Assessments and such Sub-Condominium Unit Owner's pro-rata share of any assessment against the Association assessed by the Master Executive Board in addition to the Monthly Assessments.

(uu) "Special Declarant Rights" means those rights which the Declarant has reserved to itself or to any successor Declarant as set forth in the Master Declaration as assigned to the Declarant with respect to the Real Estate. The Declarant reserves all Special Declarant Rights permitted by the Act or any other applicable law.

(vv) "Sub-Condominium Unit" shall mean the condominium units designated for separate ownership and constructed or created by Declarant on a portion of the SPYGLASS RIDGE Property as contemplated under Section 34-36.1-1.03(28) of the Act. The boundaries of the Sub-Condominium Units are described in Article 3. Such Sub-condominium Units will be allocated a pro rata Allocated Interest which will be calculated by the Declarant based upon the number of Units. Such Sub-Condominium Units shall also be Residential Units. Such Sub-Condominium Units will, as a result, be subject to both the Master Condominium Documents which apply to the SPYGLASS RIDGE Unit on which the Sub-Condominium Unit is created and the condominium documents creating the SPYGLASS RIDGE Condominium.

(ww) "Structure" means a combination of materials to form a construction for use, occupancy, or ornamentation, whether installed on, above, or below the surface of land or water.

(xx) "Sub-Condominium Unit Owner" means the owners of record title to a Sub-Condominium Unit.

(yy) "Wastewater Treatment Facility" or "Wastewater System" or "WWTF" means the entire system of pumps, collection lines, leaching fields, treatment plant, holding tanks, generators, buildings housing such components, outfalls and other components making up the wastewater collection and treatment system from time to time. The Wastewater Treatment Facility expenses shall be Master Common Expenses and shall include, without limitation, the operator's labor and any and all associated payroll taxes, laboratory or testing fees, sludge disposal charges, transportation expenses, chemical fees, utility costs, capital charges and other charges used to operate, repair, inspect, maintain or replace the system.

**Section 2.3. Provisions of the Act** The provisions of the Act shall apply to and govern the operation and governance of the Condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of the Condominium Documents.

**ARTICLE 3**  
**UNIT BOUNDARIES AND MAINTENANCE RESPONSIBILITIES**

**Section 3.1**

(a) Sub-Condominium Unit Boundaries.

The boundary lines of each such "Land Only" Sub-Condominium Unit will be shown on the Plats and Plans recorded in connection with the creation of such Sub-Condominium Units.

The term "Unit" as used in this Section 3.1(a) shall be deemed to refer to the Sub-Condominium Units. In the event of any conflict or inconsistency between the Unit boundaries of the Individual Units as described in the Master Declaration or the Sub-Condominium Units in this Declaration, the terms and provisions of this Declaration shall govern and control.

(b) Upon the aforesaid creation by Declarant of any such Sub-Condominium Units, the term "Unit" shall mean the applicable land, together with any Structure now or hereafter constructed thereon.

(c) Each such new Sub-Condominium Unit's identifying number will be shown on the revised Plats and Plans and on a revised Exhibit B.

**Section 3.2. Relocation of Unit Boundaries: Subdivision and Conversion of Units.** Relocation of boundaries between Sub-Condominium Units will be permitted subject to compliance with the provisions therefor in Section 34-36.1-2.12 of the Act and subject to compliance with any conditions, restrictions or requirements imposed by the Executive Board. Conversion of Sub-Condominium Units to Master Common Elements or Common Elements or, for Residential Sub-Condominium Units, to uses other than residential or other Permitted Uses by anyone other than the Declarant is prohibited. The cost for preparation and recordation of any documents required for the relocation of boundaries between Sub-Condominium Units or conversion of Sub-Condominium Units by the Declarant shall be chargeable to the Sub-Condominium Units involved as a Special Assessment. Nothing contained in this Section shall be deemed to alter or modify the Development Rights and Special Declarant Rights of the Declarant or Master Declarant as set forth in this Declaration or the Master Declaration. In addition, the Declarant may assign and transfer its Development Rights, Special Declarant Rights and other rights under this Declaration to any Affiliate (as that term is defined in the Act) of the Declarant, its mortgagees and other third parties pursuant to the Act.

**Section 3.3. Maintenance Responsibilities.** The Sub-Condominium Units shall be maintained and repaired by each Sub-Condominium Unit Owner and the Common Elements shall be maintained by the Association in accordance with the provisions of Section 34-36.1-3.07 of the Act, except as expressly set forth to the contrary in Article 4 or in any other applicable provision hereof or in the Master Declaration. As used herein the term "maintained" shall be deemed to include the obligation to maintain, repair and replace the applicable item.

**Section 3.4 Wastewater Treatment Facility/Sewer System.** As provided in the Master Declaration, the Master Common Elements specifically include the Wastewater treatment Facility (WWTF). If the Master Declarant exercises all of its Development Rights, Special Declarant Rights and other rights, there will be nine (9) Master Units. As provided in the Master Declaration, each Building or Structure located in a Master Unit shall utilize and tie in to the WWTF to handle the effluent for the Units contained therein pursuant to the Master Declaration, the WWTF for all Buildings or Structures shall be deemed Master Common Elements for all purposes and specifically for maintenance purposes as set forth in Section 3.4 hereof and Section 34-36.1-3.07 of the Act, making the maintenance, maintenance contracts, repair and replacement of the WWTF the responsibility of the Master Association at the expense of all Master Unit Owners (and, therefore, the Sub-Condominium Unit Owners with respect to the Master Unit of which the Sub-Condominium units are a part), and Sub-Condominium Unit Owners, as applicable. All electrical power, including hook-ups, tie-ins and usage charges for these systems, shall also be Master Common Elements and General Common Expenses, as defined in the Master Declaration.

**ARTICLE 4**  
**REPAIR OBLIGATIONS AND DESCRIPTION AND ALLOCATION**  
**OF LIMITED COMMON ELEMENTS**

**Section 4.1 Initial Limited Common Elements.** Except as otherwise expressly provided in this Declaration, the Limited Common Elements shall be those portions of the SPYGLASS RIDGE Property identified and designated as such in the Plats and Plans or in this Section. Such Limited Common Elements including, without limitation, the parking areas shown on the Plats and Plans from time to time, that serve less than all of the Sub-Condominium Units, except for those parking areas located on a Sub-Condominium Unit. The Executive Board has the right to allocate additional Limited Common Elements consistent with the terms and provisions of this Declaration and any other applicable Condominium Documents.

Upon the creation or construction of a Structure or Structures on Sub-Condominium Units, the Common Elements and Limited Common Elements shall include those areas or items (if any) identified and designated as Common Elements or Limited Common Elements in the amendment to this Declaration creating such Sub-Condominium Units or in the revised Plats and Plans or this Article. Those portions of the Limited Common Elements serving only the Sub-Condominium Unit above, below or adjacent to such Limited Common Element, as the case may be, are Limited Common Elements allocated only to the Sub-Condominium Unit which they serve. Those Limited Common Elements (if any) shown and identified as such on the Plats and Plans shall be allocated to the Sub-Condominium Unit indicated.

**Section 4.2 Maintenance and Repair of Certain Limited Common Elements.** Notwithstanding any other provision hereof, each Unit Owner shall be solely responsible for the cleaning, maintenance and ordinary repair of the Limited Common Elements with respect to his/her Unit. Notwithstanding the preceding, to the extent that any maintenance or ordinary repair of the Limited Common Elements described above would require or may entail damage to, alteration of or interruption of utility service to any Common Elements, such repair and/or maintenance shall be undertaken only by or under the direction of the Executive Board, but in either event at the sole cost and expense of the Unit Owner to whom such Limited Common Element is assigned.

ARTICLE 5  
ALLOCATION OF ALLOCATED INTERESTS,  
COMMON EXPENSES AND VOTING RIGHTS

**Section 5.1 Allocated Interest.** Attached as Exhibit B, hereto is a list of the Sub-Condominium Units by their Identifying Number and their Allocated Interest appurtenant each Sub-Condominium Unit, allocated equally among all Sub-Condominium Units in the Sub-Condominium, based upon the number of Units in the Sub-Condominium. The Master Allocated Interest which has is allocated among the Sub-Condominium Units created pursuant to this Declaration is the Allocated Interest assigned to the Master Unit comprising the SPYGLASS RIDGE Property in the Master Declaration, as amended.

**Section 5.2 Common Expenses.** The liability of each Sub-Condominium Unit for the Common Expenses of the Condominium shall be based upon the initial Allocated Interests applicable to each Sub-Condominium Unit. As additional Sub-Condominium Units are created, the Allocated Interests of existing Sub-Condominium Units shall be adjusted by the Declarant. Upon the creation of Sub-Condominium Units, the share of each such Sub-Condominium Unit with respect to Common Expenses shall be determined by the Declarant based upon the aforesaid recalculated Allocated Interests. Common Expenses shall be determined based upon the amount of the annual budget for applicable items and categories of Common Expenses.

**Section 5.3 Allocation of Unit Owner's Voting Rights** The Sub-Condominium Unit Owners shall be entitled to cast the number of votes per Unit as specified in the By-Laws on any matter on which an Owner is entitled to vote pursuant to the Declaration or the By-Laws. Except as may be required by law, a Unit Owner shall not have a right to vote on matters within the Master Association.

ARTICLE 6  
EASEMENTS: TITLE MATTERS

**Section 6.1 Additional Easements.** As a supplement to the easements provided for by Section 34-36.1-2.16 of the Act, the following easements are hereby created and reserved:

(a) The Declarant shall have the right to maintain sales offices, management offices and models throughout the SPYGLASS RIDGE Property. The Declarant reserves the right to place models, management offices and sales offices on any Section of the Master Common Elements, Common Elements, or Sub-Condominium Units in such number, of such size and in such locations as the Declarant deems appropriate. The Master Declarant or Declarant may from time to time relocate models, management offices and sales offices to different Master Units or Sub-Condominium Units (until the time of first conveyance of a Sub-Condominium Unit) or to different locations within the Master Common Elements or Common Elements. Upon the relocation of a model, management office or sales office, the Master Declarant or Declarant may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be deemed to be part of the SPYGLASS RIDGE Property or, if located on the Master Common Elements, shall be deemed to be part of Master Common Elements, and any personal property not so removed shall be deemed to be the property of the purchaser of such Sub-Condominium Unit, if specifically provided for in the purchase and sale agreement, or the property of the Association, as appropriate.

(b) The SPYGLASS RIDGE Units, the Common Elements, and Master Common Elements shall be, and hereby are, made subject to easements in favor of the Declarant, Master Declarant (as

provided in Section 6.1(b) of the Master Declaration), appropriate utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the SPYGLASS RIDGE Property or the SPYGLASS RIDGE Condominium. The easements created in this Section 6.1(b) shall include, without limitation, the right of the Master Declarant, Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits and equipment and ducts and vents over, under, through, along and on the SPYGLASS RIDGE Property, Common Elements and Master Common Elements. Notwithstanding the foregoing provisions of this Section 6.1(b), any such easement through a Sub-Condominium Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Sub-Condominium Unit by the Declarant or so as not to materially interfere with the use or occupancy of the Sub-Condominium Unit by its occupants. With respect to any utility lines or equipment serving only the Condominium and located upon the Common Elements, the Executive Board shall have the right and power to dedicate, convey title to the same to any private or public utility company and, in addition, the Executive Board shall have the right and power to convey easements over the Common Elements for the installation, maintenance, repair and replacement of utility poles, lines, wires and other equipment to any private or public utility company.

(c) Declarant reserves, for as long as Declarant is entitled to exercise any Development Rights and Special Declarant Rights, an easement on, over and under those portions of the SPYGLASS RIDGE Property, Common Elements and/or the Master Common Elements within the SPYGLASS RIDGE Unit, for the purpose of maintaining and/or correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 6.1(c) expressly includes the right to cut any trees, bushes, or shrubbery, to grade any soil, or to take any other action reasonably determined to be necessary. The Declarant or the Master Declarant or the Master Association, as the case may be as provided in the Master Declaration, shall restore the affected property as closely to its original condition as is practicable. The Master Declarant has reserved the same rights in Section 6.1(c) of the Master Declaration.

(d) Declarant reserves for as long as Declarant is entitled to exercise any Development Rights and Special Declarant Rights, an easement to go upon any and all of SPYGLASS RIDGE Property for the purposes of construction, reconstruction, maintenance, repair, renovation, replacement, correction or creation of the Master Units or Master Common Elements (including, without limitation, the Master Limited Common Elements). The Master Declarant has reserved similar rights in Section 15.1 of the Master Declaration.

(e) The Common Elements (other than the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Master Unit Owners and Sub-Condominium Unit Owners and their invitees, employees, tenants and servants, the Master Association and the agents and employees of the Master Association for access, egress and ingress over, through and across each portion thereof, pursuant to such requirements and subject to such changes as the Executive Board may from time to time reasonably prescribe; provided that nothing contained herein shall create any access easement in favor of the Master Unit Owners or Sub-Condominium Unit Owners with respect to such portions of the Common Elements which are not needed in order to gain access to one or more Master Units or Sub-Condominium Units and as to which the Master Executive Board may from time to time determine it to be necessary or desirable to limit or control access by Master Unit Owners or Sub-Condominium Unit Owners or the

occupants of the Master Units or Sub-Condominium Units, or both (including, by way of illustration and not limitation) machinery and equipment rooms and any management agent's office. Notwithstanding the foregoing or anything contained herein to the contrary, it is intended that the Sub-Condominium Unit Owners of any Sub-Condominium Units constructed or created on or with respect to any Master Unit shall not have access to or otherwise utilize any portion of the Sub-Condominium Units constructed or created on or with respect to a different Master Unit.

(f) The Common Elements (other than the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Sub-Condominium Unit Owners and their invitees, employees, tenants and servants, the Association and the agent and employees of the Association for access, egress and ingress over, through and across each portion thereof, pursuant to such requirements and subject to such changes as the Executive Board may from time to time reasonably prescribe; provided that nothing contained herein shall create any access easement in favor of the Sub-Condominium Unit Owners with respect to such portions of the Common Elements which are not needed in order to gain access to one or more Sub-Condominium Units and as to which the Executive Board may from time to time determine it to be necessary or desirable to limit or control access by Sub-Condominium Unit Owners or the occupants of the Sub-Condominium Units, or both (including, by way of illustration and not limitation) machinery and equipment rooms and any management agent's office.

(g) The Common Elements (including, but not limited to the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements (including, but not limited to, the Limited Common Elements).

(h) The Common Elements (including, but not limited to, the Limited Common Elements) shall be and hereby are made subject to the following easements in favor of the Sub-Condominium Units benefited for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or exclusively serve a single Sub-Condominium Unit and which pass across or through a portion of the Common Elements.

(i) To the extent necessary, each Sub-Condominium Unit shall have an easement for structural and lateral support over every other Sub-Condominium Unit, the Common Elements and the Limited Common Elements, and each Sub-Condominium Unit and the Common Elements shall be subject to an easement for structural and lateral support in favor of every other Sub-Condominium Unit.

(j) The Sub-Condominium Units and the Limited Common Elements are hereby made subject to the following easements:

(1) In favor of the Association and its agent, employees and independent contractors, (i) for inspection of the Sub-Condominium Units and Limited Common Elements in order to verify the performance by Sub-Condominium Unit Owners of all items of maintenance and repair for which they are responsible, (ii) for inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements or both, (iii) for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or a Unit, and (iv) for any of the

purposes set forth in Section 6.1(i) or Section 6.1(l) hereof it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with a Sub-Condominium Unit Owner's use of his Sub-Condominium Unit resulting from the Association's exercise of any rights it may have pursuant to this Subsection (j)(1) and the following Subsection (j)(2) or both;

(2) In favor of the Sub-Condominium Unit Owner benefited thereby and the Association and its agents, employees and independent contractors, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, telegraph or other communication systems and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of one or more Sub-Condominium Units.

(k) All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant, running with the land and the SPYGLASS RIDGE Property, the SPYGLASS RIDGE Property, including (by way of illustration but not limitation) the Master Units, Sub-Condominium Units and the Master Common Elements, and (except as expressly may be otherwise provided in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration, as may be amended from time to time.

(l) To the extent necessary, the Units 3-4 and 3-5 hereof are hereby made subject to an easement, as shown on the Plans, to permit the continued use of the existing parking area intended for the benefit of Units BH1, BH2 and BH 3 in the Beech Hill at Prescott Point Sub-Condominium to the extent said parking area encroaches upon said Units.

**Section 6.2** Reservation of Easement Rights The Declarant reserves the right to, at any time and from time to time, grant to any third party any license or easement in, on, over or through the SPYGLASS RIDGE Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its judgment, to be necessary for the development, use, enjoyment or improvement of the SPYGLASS RIDGE Property. Any such license or easement granted hereunder or under Section 6.1 hereof may be recorded by the Declarant at its sole cost and expense. The Association, at the request of the Declarant, shall execute and deliver in recordable form any instrument or document necessary or appropriate to confirm the grant of such license or easement.

**Section 6.3** Title Matters. In addition to those easements described in Sections 1.2 and 6.1, above, title to the SPYGLASS RIDGE Property is subject to any additional restrictions and title exceptions set forth or referred to on Exhibit E attached hereto.

## ARTICLE 7 RESTRICTIONS ON USE: SALE AND LEASE OF UNITS

**Section 7.1** Restrictions on Uses. The following restrictions shall apply to the use of the Condominium: Subject to Sections 7.4 and 7.5:

(a) the Residential Sub-Condominium Units in the Condominium are restricted to residential use and garage and storage space, and, and may not be used for any other purposes by any existing or subsequent Sub-Condominium Unit Owner.

(b) Each multiple story, single family Structure on a Unit shall have a maximum building

footprint, as hereinafter defined, of 1800 square feet, and no more than what is permitted by applicable zoning. Each single story, single family Structure on a Unit shall have a maximum building footprint of 1800 square feet. Since the overall drainage system for the Master Condominium is designed based upon a maximum building footprint of 1800 square feet, if a proposed building footprint on a single family residential unit exceeds 1800 square feet, including for single story, single family residential Units, the Unit Owner may be required by the Master Declarant or by the Executive Board, as the case may be, to provide additional mitigative measures on their own single family residential unit. The “footprint”, height and setbacks of each Structure shall comply with applicable zoning and subdivision requirements. Each Unit shall be subject to that certain “DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS GOVERNING THE PRESCOTT POINT SUB-CONDOMINIUMS and the PRESCOTT POINT AESTHETIC AND ARCHITECTURAL STANDARDS (collectively, “Restrictions”) recorded in Volume 1849 , Page 207 of the Portsmouth Land Evidence Records and in Volume 1552 , Page 175 of the Middletown Land Evidence Records.

“Maximum Building Footprint” shall include all land within a unit within the foundation or footing of any building or structure located thereon and all patios, roofed porches, or roofed decks located on a unit, except that patios constructed of porous or pervious materials shall not be included, nor shall roofed porches or roofed decks be included if the Unit Owner incorporates into the design of such structure or attachment appropriate mitigative measures, approved by the Developer or by the Executive Board of the Sub-Condominium Association, as the case may be, in order that the design of the overall drainage system for the Project is not affected by said roofed porch or roofed deck. Unroofed porches and unroofed decks shall not be included within the definition of Maximum Building Footprint.

(c) Independent of Declarant’s Special Declarant Rights and Development Rights, Structures may be constructed on the Units, either by Declarant or by a Unit Owner other than Declarant. Such right to construct Structures on the Units is in accordance with the status of the Units as “Land Only Units” as described in RIGL 34-36.1-2.01(c) and the right of any Unit Owner, under the Act, to construct upon a “Land Only Unit”.

(d) No Sub-Condominium Unit Owner may obstruct the Master Common Elements or Common Elements in any way. No Sub-Condominium Unit Owner may store anything in or on the Master Common Elements or Common Elements without the prior written consent of the Master Executive Board or Executive Board, as applicable.

(e) No Sub-Condominium Unit Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the occupants of any other Unit. The PRESCOTT POINT Property and the SPYGLASS RIDGE Property is to be maintained in a clean and sanitary condition, and no Sub-Condominium Unit Owner may place any garbage, trash or rubbish anywhere in the SPYGLASS RIDGE Property or the PRESCOTT POINT Property other than in his own Unit and in or on such parts of the Common Elements as may be designated for such purpose by the Executive Board.

(f) No Sub-Condominium Unit shall be used, occupied or kept in a manner which in any way increases the fire insurance premiums for the SPYGLASS RIDGE Property without the prior written permission of the Executive Board.

(g) Except for a single small non-illuminated name sign on the door to any Structure on his Unit, no Sub-Condominium Unit Owner (other than the Declarant in connection with its marketing and sale of the Units) may erect any sign on or in his Unit or any Limited Common Element which is visible from outside his Unit or from the Common Elements or Master Common Elements, without in each instance having obtained the prior written permission of the Executive Board and the Master Executive Board, in the case of Master Common Elements.

(h) With the prior written consent of the Master Executive Board and the Executive Board, domestic animal life (including, by way of illustration and not limitation, dogs, cats, hamsters, birds, small reptiles and fish) may be kept by a Sub-Condominium Unit Owner as household pets in his Sub-Condominium Unit provided that such animals: (1) are not kept for any commercial purposes; (2) are kept in strict accordance with any Rules and Regulations relating to household pets from time to time adopted or approved by the Master Executive Board and the Executive Board; (3) do not, in the judgment of the Master Executive Board and the Executive Board, constitute a nuisance to others; (4) are kept in strict compliance with local leash laws and animal health laws; and (5) in the case of hamsters, birds, small reptiles and fish, the same are kept in cages or tanks within the Unit and are not released, let loose or otherwise brought outside the Unit. Domestic animal life, expressly excludes horses, ponies, pit bulls or other attack dogs.

(i) The Executive Board may from time to time promulgate reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the PRESCOTT POINT HILL Property. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Sub-Condominium Unit Owners by the Association promptly after the adoption of such Rules and Regulations and any amendments thereto.

(j) The owner of a Sub-Condominium Unit shall be responsible for maintaining such Sub-Condominium Unit in good order and repair, at the expense of such owner, including (but not limited to) cleaning and replacing glass panels in any windows of Structures located on such Sub-Condominium Unit.

(k) The owner of a Sub-Condominium Unit shall be responsible for the cleanliness of any Limited Common Element serving such Unit, at the expense of such owner.

(j) Without limiting the generality of the other provisions hereof, to the extent applicable, the terms and conditions of the Decision of the Portsmouth Zoning Board of Review dated June 3, 2000 and recorded on June 15, 2000 in the Portsmouth Land Evidence Records in Book 641, Page 264 and recorded in the Middletown Land Evidence Records on June 28, 2000 in Book 546 at Page 268, the Decision of the Middletown Zoning Board of Review dated June 28, 2000 and recorded on that date in the Middletown Land Evidence Records in Book 546, Page 228, the Decision of the Portsmouth Zoning Board of Review dated November 12, 2005 and recorded in Book 1163 at Page 164 in the Portsmouth Land Evidence Records, the decision of the Portsmouth Zoning Board of Review dated July 17, 2010 and recorded in Book 1436 at Page 187 in the Portsmouth Land Evidence Records, the Decision of the Portsmouth Zoning Board of Review dated May 12, 2011 and recorded in Book 1483 at Page 62 in the Portsmouth Land Evidence Records, the Decision of the Portsmouth Planning Board dated February 16, 2017 and recorded in Book 1796 at Page 40 in the Portsmouth Land Evidence Records and in the Middletown Land Evidence Records in Book 1509, at Page 254, the Development Agreement between the Portsmouth Planning Board and Prescott Point, LLC and Prescott Point Investor, LLC, dated June 14, 2017 and recorded in Book 1813, Page 135 of the Portsmouth Land Evidence Records, as amended by the Decision of the Portsmouth Planning Board approving the First Amendment to the Development Agreement, dated December 28, 2017 and recorded in Book 1841, Page 236 Portsmouth Land Evidence Records and the First Amendment to Development Agreement, dated November 8, 2017 and recorded

in Book 1843 , Page 54, Portsmouth Land Evidence Records and Second Amendment to Development Agreement dated March 21, 2023 recorded in Volume 2173 at Page 58 of the Portsmouth land Evidence Records must be complied by the Declarant and all Sub-Condominium Unit Owners, as applicable.

**Section 7.2 Sale of Units: Right of First Refusal.**

(a) A Sub-Condominium Unit Owner (other than the Declarant or any Affiliate of the Declarant or any entity owned or controlled by the Declarant or any of the Declarant's members) may sell his Sub-Condominium Unit at any time and from time to time provided that:

(1) The Sub-Condominium Unit Owner shall send to the Association written notice of the proposed sale, certified mail, return receipt requested (including the terms and conditions of the sale and an application, identical in form to that form completed by the Sub-Condominium Unit Owner when purchasing the Sub-Condominium Unit, completed by the proposed purchaser), at least twenty (20) days prior to the proposed closing date.

(2) The Association shall either approve the sale to the proposed purchaser or notify the Sub-Condominium Unit Owner of its intention to purchase the Sub-Condominium Unit, on the same terms and conditions, on behalf of the other owners within ten (10) business days of receipt of the Sub-Condominium Unit Owner's notice of intent to sell. The Association, upon request, will provide evidence, in recordable form, of the Sub-Condominium Unit Owner's compliance with the requirements set forth above and of its approval of the sale.

(3) Each approved transferee shall be subject to and be bound by all of the covenants, restrictions and conditions set forth in the Condominium Documents.

The right of first refusal contained in this Section does not apply to the Declarant or any Affiliate of the Declarant or any entity owned or controlled by the Declarant or any of its members.

**Section 7.3 Mortgagee Exemption.** Section 7.2 shall not be deemed or construed to apply to or otherwise impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure, or sell or lease a Sub-Condominium Unit so acquired by the Mortgagee or to otherwise exercise all rights and remedies under its mortgage and other loan documents.

**Section 7.4 Additional Restrictions.**

(a) In addition to the foregoing restrictions, each Sub-Condominium Unit is restricted as provided in this Declaration as to use by the owner or owners thereof, their invitees and, to the extent leasing is permitted as herein provided, to their lessees, it being the intent of the Declarant that each applicable Residential Sub-Condominium Unit be used for residential purposes only which are consistent with and appropriate to the Restrictions herein contained.

(b) No Sub-Condominium Unit Owner shall do, suffer, or permit to be done, anything in his Unit which would impair the soundness or safety of the Condominium or which would be noxious or offensive or an interference with the peaceful possession and proper use of other Units, or which would require any alteration of or addition to any of the Master Common Elements to be in compliance with any applicable law or regulation, or which would otherwise be in violation of law.

**Section 7.5** Limitations on Leasing of Sub-Condominium Units.

(a) Declarant shall have the right to lease Units as provided in this Declaration or the Master Declaration and for use in the manner contemplated herein.

(b) All other Sub-Condominium Unit Owners shall have the right to lease their Units , for periods of not less than one (1) year, in accordance with reasonable Rules and Regulations adopted by the Executive Board and the Master Executive Board approves the lease. Any lease permitting such occupancy shall expressly provide that occupancy thereunder must be in a manner consistent with the Master Bylaws and shall likewise provide that the terms and conditions of this Declaration and all exhibits thereto shall be complied with by the lessee. Such lease shall further provide that both the Master Association and the Association shall have the right pursuant to applicable law to terminate the lease and to bring summary ejectment proceedings in the name of the lessor to evict the lessee in the event of default by the lessee beyond any applicable cure period in the performance or observance of any of the required provisions of the lease or any of the provisions of this Section. Any lease entered into by a Unit owner pursuant to the provisions of this Section shall be deemed to contain the requirements set forth herein whether or not they are actually contained therein and the lessor and the lessee of any such lease shall be bound by these provisions.

**ARTICLE 8**  
**RIGHTS OF MORTGAGEES**

**Section 8.1** Subject to Declaration. Whether or not they expressly so state, any mortgage which constitutes a lien against a Sub-Condominium Unit and an obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, the Master Declaration, the Master Bylaws, the Declaration, the Bylaws, the Plats and Plans and any Rules and Regulations, and, specifically, but without limitation, that the obligation secured by such mortgage shall be prepayable, without premium or penalty, upon the happening of a termination of the condominium form of ownership of the PRESCOTT POINT Property and/or the SPYGLASS RIDGE Property, and that the Mortgagee shall have no right except as provided in the mortgage granted to the Mortgagee to:

(a) Participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, except as provided in Section 9.1(a) hereof or

(b) Receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds pursuant to Section 34-36.1-3.13(h) of the Act or of insurance proceeds in excess of the cost of repair or restoration being received by the owner of the Sub-Condominium Unit encumbered by such mortgage.

**Section 8.2** Register. Upon receipt of such copy of mortgage encumbering a Sub-Condominium Unit, the Secretary of the Master Association or the Association, as the case may be, shall instruct the insurer of the PRESCOTT POINT Property or the SPYGLASS RIDGE Property, as the case may be, to add the name of such Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the PRESCOTT POINT Property or the SPYGLASS RIDGE Property and to provide such Mortgagee with a certificate of insurance showing that such Mortgagee's name has been so added. The Secretary shall maintain a register of mortgages, showing the name and address of the holder thereof and the amount secured thereby.

**Section 8.3** Notice of Unit Owner Default. The Executive Board shall:

(a) Give prompt notice to a Mortgagee who registers under Section 8.2 of any default in the Sub-Condominium Unit Owner's obligations under the Condominium Documents which are not cured within thirty (30) days after the occurrence of such default;

(b) Promptly after the Association has received written notice of any pending acquisition of any portion of PRESCOTT POINT HILL Property by means of eminent domain, give to each Mortgagee written notice of any such proceedings; and

(c) Agree in writing to notify the appropriate Mortgagee whenever (1) damage to a Sub-Condominium Unit covered by the mortgage held by such Mortgagee exceeds \$25,000.00; and (2) damage to Common Elements, Limited Common Elements or related facilities exceeds \$50,000.00.

**Section 8.4** Liability for Use and Charges. Any Mortgagee who obtains title to a Sub-Condominium Unit pursuant to the remedies provided in a mortgage for foreclosure of such mortgage shall not be liable for such Sub-Condominium Unit Owner's unpaid assessments or charges which accrue prior to the acquisition of title to such Sub-Condominium Unit by the Mortgagee, except to the extent otherwise provided for in the Act and except to the extent that such Mortgagee is liable as a Sub-Condominium Unit Owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Sub-Condominium Unit Owners being reassessed for the aggregate amount of such deficiency.

**Section 8.5** Condemnation Rights. No provision of this Declaration shall give a Sub-Condominium Unit Owner, or any other party, priority over any rights of the Mortgagee of a Sub-Condominium Unit Owner pursuant to its mortgage in the case of a distribution to such Sub-Condominium Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Sub-Condominium Units and/or Master Common Elements.

**Section 8.6** Approval of Mortgagees. The prior written approval of all Mortgagees or of the Mortgagee of the Sub-Condominium Unit, as the case may be, must be obtained for the following:

(a) The abandonment of the Condominium status of the SPYGLASS RIDGE Property, except for abandonment permitted by the Act in case of substantial loss to the Sub-Condominium Units, Master Common Elements and Common Elements;

(b) The partition or subdivision of the SPYGLASS RIDGE Property or a Sub-Condominium Unit, as to which the Mortgagee of the Sub-Condominium Unit or Sub-Condominium Units involved must consent;

(c) A change in the schedule of Allocated Interests set forth in Exhibit B allocated to each Sub-Condominium Unit, other than any amendment made pursuant to Article 17 hereof or pursuant to Declarant's exercise of Development Rights or Special Declarant Rights and as provided in Sections 34-36.1-2.05, 2.10 and 2.17 of the Act;

(d) The partition, subdivision, abandonment, encumbrance, sale or transfer of the Common Elements.

Such approval shall not be required with respect to amendments made pursuant to Section 3.2 or Article 7 hereof.

**Section 8.7 Books and Records** Any Mortgagee shall have the right (exercisable by written notice to the Executive Board) to examine the books and records of the Association and to require that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

The Declarant intends that the provisions of this Article comply in all material respects with the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association with respect to condominium mortgage loans on Residential Units and, except as otherwise required by the provisions of the Act, all questions with respect thereto shall be resolved consistent with that intention.

## ARTICLE 9 INSURANCE

**Section 9.1 Types and Amounts.** The Executive Board shall obtain and maintain the following insurance coverage:

(a) Standard "all risks of loss" coverage, so-called, including flood, sewer back-up, earthquake and collapse, or such other fire and casualty insurance, as the Executive Board may determine provides equal or greater protection for the Sub-Condominium Unit Owners and their Mortgages, if any, in each case complying with the applicable requirements of Section 9.2 hereof. The insurance maintained by the Association shall cover the SPYGLASS RIDGE Property. The amount of any such hazard insurance obtained pursuant to this paragraph shall be equal to the full insurable replacement value of the insured property, without deduction for depreciation (i.e., 100% of current "replacement cost" exclusive of land, foundations, excavation and other items normally excluded from coverage). Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision in an amount to be determined by the Executive Board. The proceeds of such policy shall be payable to the Insurance Trustee, if any, otherwise to the Association. Such hazard insurance policy shall include a separate "loss payable endorsement" in favor of the Mortgagees, if any, modified, in the case of insurance maintained by the Association, to make the loss payable provisions in favor of the Mortgagee subject and subordinate to the loss payable provisions in favor of the Association if there is no Insurance Trustee, or if there is an Insurance Trustee, to the Insurance Trustee under the Insurance Trust Agreement. If the Executive Board fails within sixty (60) days after the date of an insured loss in the case of insurance maintained by the Association, to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this sub-paragraph, any Mortgagee may initiate such a claim on behalf of the Association.

(b) Comprehensive liability insurance policies, complying with the requirements of Section 9.2 hereof, insuring the Sub-Condominium Unit Owners, in their capacity as Unit owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Sub-Condominium Unit Owners, Master Unit Owners or other Unit owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements or Master Common Elements and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Sub-Condominium Unit Owner because of the negligent acts of the Association or another Sub-Condominium Unit Owner. Limits of liability shall be at least \$2,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence. Such insurance shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects. The scope and amount of coverage of all

liability insurance policies in the case of insurance maintained by the Association shall be reviewed at least once each year by the Executive Board and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Section and Section 9.2 hereof,

(c) A fidelity bond or insurance coverage against dishonest acts on the part of such persons (including, by way of illustration and not limitation, Association members, officers, directors, trustees, agents, employees and volunteers) responsible for handling funds belonging to or administered by the Association. Such fidelity bond or insurance shall name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half (1 1/2) times the Association's estimated annual operating expenses including reserves. Notwithstanding the foregoing, in the event that the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation reduces the required amount of the fidelity bond or insurance which the Association must maintain to less than the amount set forth in the preceding sentence, the Association may decrease the amount of the fidelity bond or insurance to the minimum amount required by such entities. In connection with such coverage, an appropriate endorsement to such policy or bond in order to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

(d) Such worker's compensation insurance as applicable laws may require.

(e) Insurance to satisfy the indemnification obligation of the Association and all Sub-Condominium Unit Owners set out in Section 10.2 hereof, if and to the extent available.

(f) Such insurance as is required by the Master Declaration.

**Section 9.2 Required Provisions.** Insurance obtained by the Association shall be in accordance with the following provisions:

(a) All policies shall be written with a company licensed to do business in the State of Rhode Island and, for the hazard insurance policy described in Section 9.1(a) hereof such company must hold a rating of Class VI or better by Best's Insurance Reports (or a rating of Class V, provided it has a general policy holder's rating of at least "A"), or by an equivalent rating bureau should Best's Insurance Reports cease to be issued.

(b) Exclusive authority to adjust losses under Association policies hereafter in force on the SPYGLASS RIDGE Property shall be vested in the Executive Board or its authorized representative.

(c) Each Sub-Condominium Unit Owner may obtain additional insurance at his own expense; provided, however, that (1) such policies shall not be invalidated by the waivers of subrogation required to be contained in policies required by this Declaration; and (2) no Sub-Condominium Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the Property at any particular time.

(d) Any Sub-Condominium Unit Owner who obtains individual insurance policies covering any portion of the SPYGLASS RIDGE Property other than personal property belonging to such owner shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance.

(e) With respect to the insurance policies issued to the Association and covering all or any part

of the SPYGLASS RIDGE Property, the Association shall endeavor to cause such policies to provide that:

(1) the enforceability of such policies is not affected by any waiver of subrogation as to any and all claims against the Association, any managing agent, the Sub-Condominium Unit Owners and their respective tenants, employees, agents, customers and guests, such subrogation being hereby waived;

(2) such policies cannot be cancelled, invalidated or suspended by means of the conduct of any one or more of the Sub-Condominium Unit Owners, all defenses based upon co-insurance or acts of the insured being waived by the insurer, and in no event can cancellation, material modification, invalidation or suspension for any reason be effected without at least sixty (60) days prior written notice to each Sub-Condominium Unit Owner and all holders of mortgages whose names and addresses are on file with the insurer;

(3) such policies cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Association or any managing agent employed by the Association without a prior demand in writing that the Association or such managing agent, as the case maybe, cure the defect and without providing a reasonable period of time thereafter in which to cure same;

(4) any "no other insurance" clause in such policies shall not prohibit the Sub-Condominium Unit Owners from obtaining insurance on their Sub-Condominium Units provided such insurance policy conforms with the requirements of this Article 9; and

(5) such policies shall contain a standard mortgagee clause in favor of each Mortgagee who is registered with the Association.

(f) The Executive Board shall review annually the adequacy of the insurance coverage and report the results of such review at each annual meeting.

(g) The name of the insured under each policy maintained by the Association required pursuant to this Article 9 shall be stated in form and substance similar to the following:

SPYGLASS RIDGE Condominium Association, for the use and benefit of the individual owners, or their authorized representatives, of the Condominium Units contained in the SPYGLASS RIDGE Condominium.

(h) Coverage may not be prejudiced by: (1) any act or negligence of one or more owners of Sub-Condominium Units when such act or neglect is not within the control of the Association; or (2) any failure of the Association to comply with any warranty or condition regarding any portion of the SPYGLASS RIDGE Property over which the Association has no control.

(i) All policies of property insurance maintained by the Association shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such options shall not be exercisable (1) without the prior written approval of the Executive Board (or any Insurance Trustee); or (2) when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party or with any requirement of law.

(j) Insurance coverage obtained and maintained pursuant to the requirements of this Article 9 shall provide the primary insurance in the event there is other insurance in the name of a Sub-

Condominium Unit Owner covering the same loss.

**Section 9.3** Repair of Damage or Destruction to Condominium

Notwithstanding anything contained herein to the contrary, the repair or replacement of any damaged or destroyed portion of the Condominium shall be done in accordance with and governed by Section 34-36.1-3.13 of the Act and the other provisions of this Declaration.

**ARTICLE 10**  
**LIMITATION OF LIABILITY**

**Section 10.1** Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

(a) Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association or for injury or damage to persons or property caused by the elements or by another Master Unit Owner, Unit owner or Sub-Condominium Unit Owner or person on the PRESCOTT POINT Property or the SPYGLASS RIDGE Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of any Building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

(b) Shall not be liable to the Sub-Condominium Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

(c) Shall have no personal liability in contract to a Sub-Condominium Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

(d) Shall not be liable to a Sub-Condominium Unit Owner, or such Sub-Condominium Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Sub-Condominium Unit Owner or by its tenants, employees, agents, customers or guests in a Sub-Condominium Unit, or in or on the Common Elements, Limited Common Elements, Master Common Elements or Master Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

(e) Shall have no personal liability in tort to a Sub-Condominium Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and

(f) Shall have no personal liability arising out of the use, misuse or condition of any Building or Structure, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

**Section 10.2 Indemnification.** Each member of the Executive Board in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties or any other standard imposed by the Act; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification set forth in this Section 10.2 shall be paid by the Association and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Sub Condominium Unit Owners or otherwise.

**Section 10.3 Joint and Several Liability of Sub-Condominium Unit Owners and Lessees.** Each Sub-Condominium Unit Owner shall be jointly and severally liable with any tenants of the Sub-Condominium Unit owned by the Sub-Condominium Unit Owner for all liabilities arising out of the ownership, occupancy, use, misuse or condition of such Sub-Condominium Unit or any portion of the Common Elements, Limited Common Elements, Master Common Elements or Master Limited Common Elements.

**Section 10.4 Defense of Claims** Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Sub-Condominium Unit Owners and the holders of any mortgages and such complaints shall be defended by the Association. The Sub-Condominium Unit Owners and the holders of mortgages shall have no right to participate other than through the Association in such defense. Complaints of nature specified in Section 10.3 hereof against one or more but less than all Sub-Condominium Unit Owners of Sub-Condominium Units shall be defended by such Sub-Condominium Unit Owners who are defendants themselves and such Sub-Condominium Unit Owners shall promptly give written notice of the institution of any such suit to the Association and to the holders of any mortgages encumbering such Sub-Condominium Units.

**Section 10.5 Storage: Disclaimer of Bailee Liability** Neither the Executive Board, the Association nor any Sub-Condominium Unit Owner or the Declarant shall be considered a bailee of any personal property stored on the Common Elements (including property located in the storage area on the Common Elements, including the Limited Common Elements), or on the Master Common Elements (including property located in a storage area on the Master Common Elements, including the Master Limited Common Elements), whether or not exclusive possession of the particular area is given to a Sub-Condominium Unit Owner for storage purposes, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

## ARTICLE 11

### UNITS SUBJECT TO CONDOMINIUM DOCUMENTS: EMINENT DOMAIN

**Section 11.1 Applicability of Condominium Documents.** Each present and future owner, tenant, occupant and Mortgagee of a Sub-Condominium Unit shall be subject to and shall comply with the provisions of the Act, and with the covenants, conditions and restrictions as set forth in the Condominium Documents, the deed to such Sub-Condominium Unit, the Development Agreement between the Portsmouth Planning Board and Prescott Point LLC and Prescott Point Investor, LLC (as amended up to the date hereof) and to that certain “DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS GOVERNING THE PRESCOTT POINT SUB-CONDOMINIUMS and the PRESCOTT POINT AESTHETIC AND ARCHITECTURAL STANDARDS (collectively, “Restrictions”) recorded in Volume , Page of the Portsmouth Land Evidence Records and in Volume , Page of the Middletown Land Evidence Records, respectively ; provided that nothing contained herein shall impose upon any tenant or Mortgagee of a Sub-Condominium Unit any obligation which the Act or one or more of such documents, or both, make applicable only to Sub-Condominium Unit Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Sub-Condominium Unit, or the entering into of a lease or the entering into occupancy of any Sub-Condominium Unit shall constitute an agreement that the provisions of the Act and the covenants, conditions and restrictions set forth in the Condominium Documents and the deed to such Sub-Condominium Unit are accepted and ratified by such grantee, Mortgagee or tenant. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Sub-Condominium Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

**Section 11.2 Eminent Domain.** Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Sub-Condominium Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceedings for the determination of damages, such damage shall be determined for such taking, injury or destruction as a whole and not for each Sub-Condominium Unit Owner's interest therein.

## ARTICLE 12 EXECUTIVE BOARD OF THE ASSOCIATION

### **Section 12.1 Members.**

(a) The Executive Board shall consist of three (3) members. The members of the initial Executive Board shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant appointed members of the Executive Board shall be replaced with members appointed by the Sub-Condominium Unit Owners in accordance with the provisions of paragraphs (b), (c), (d) and (e) of this Section 12.1.

(b) Until the 60th day after the conveyance of twenty-five (25%) percent of the aggregate total of the Sub-Condominium Units which may be created in the aggregate under or pursuant to this Declaration to Sub-Condominium Unit Owners other than the Declarant or its Affiliates, the Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board.

(c) Not later than sixty (60) days after conveyance of twenty-five (25%) percent of the aforesaid aggregate total of the Sub-Condominium Units which may be created in the aggregate under or pursuant to this Declaration Sub-Condominium Unit Owners other than the Declarant or its Affiliates, at least one (1) member and not less than twenty-five (25%) percent of the members of the Executive Board shall be

elected by Sub-Condominium Unit Owners other than the Declarant.

(d) Not later than sixty (60) days after the conveyance of fifty (50%) percent of the aforesaid aggregate total of the Sub-Condominium Units which may be created in the aggregate to Sub-Condominium Unit Owners other than Declarant or its Affiliates, not less than one-third (1/3) of the members of the Executive Board must be elected by the applicable unit owners as aforesaid other than the Declarant.

(e) Not later than the earlier of (i) twenty (20) years after the date of recording this Declaration; (ii) sixty (60) days after conveyance of eighty (80%) percent of the aforesaid aggregate total of Sub-Condominium Units which may be created in the aggregate under or pursuant to this Declaration to Sub-Condominium Unit Owners other than the Declarant or its Affiliates; (iii) two (2) years after the Declarant has ceased to offer Sub-Condominium Units for sale in the ordinary course of business, or (iv) two (2) years after any Development Right to add new units was last exercised, members of the Executive Board appointed by the Declarant shall resign and the Sub-Condominium Unit Owners (including the Declarant to the extent of Sub-Condominium Units owned by the Declarant) shall elect new members of the Executive Board.

(f) The Executive Board shall possess all of the duties and powers set forth in this Declaration and/or granted to the Executive Board by the Act.

(g) The Declarant intends to comply with Section 34-36.1-3.03 of the Act with respect to the foregoing provisions of this Section 12.1. In the event of any conflict or inconsistency with the provisions of this Section 12.1 and Section 34-36.1-3.03 of the Act, the aforesaid section of the Act shall govern and control and shall be deemed inserted in lieu hereof.

**Section 12.2 Disputes.** In the event of any dispute or disagreement between any Sub-Condominium Unit Owners relating to the SPYGLASS RIDGE Property, or any questions of interpretation or application of the provision of the Condominium Documents, the determination shall initially be conducted by the Executive Board. The Sub-Condominium Unit Owners shall have the right, however, to seek a declaratory judgment or other appropriate judicial relief in connection with any such dispute. All costs of obtaining such a judgment shall be borne by the disputants.

**Section 12.3 Amendments to the Condominium Documents** The Condominium Documents shall be amended in accordance with the Act and the Condominium Documents. Notwithstanding any other provisions of this Declaration to the contrary, if any amendment is necessary in the judgment of the Declarant or the Executive Board to correct any error, cure any ambiguity or to correct or supplement any provision of the Condominium Documents that is defective, missing or inconsistent with any other provisions hereof, then at any time and from time to time the Declarant or the Executive Board, as the case may be, may effect an appropriate corrective amendment without the approval of the Sub-Condominium Unit Owners or the holders of any liens on all or any part of the SPYGLASS RIDGE Property, upon receipt by the Declarant or the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence. No such amendment by the Executive Board may reduce, alter or modify the Development Rights, Special Declarant Rights and other rights of the Declarant hereunder or under any of the other Condominium Documents. Each amendment of the type described in this Section 12.3 shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Declarant or the Executive

Board.

**Section 12.4** Abating and Enjoining Violations by Unit Owners The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the Bylaws or the breach of any provision of this Declaration or the Condominium Act by any Sub-Condominium Unit Owner or any tenant of such Sub-Condominium Unit Owner shall give the Executive Board the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either by law or in equity, the continuance of any such breach.

### ARTICLE 13 MANAGEMENT

**Section 13.1** Rendition of Services to the Association. The Association shall have the right to employ a professional experienced managing agent who shall oversee the daily operation of the Condominium, in accordance with the provisions of the Act and the Condominium Documents; provided, however, that no agreement for professional management of the Condominium may exceed a term of two (2) years and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or more written notice.

**Section 13.2** Rendition of Services by the Master Association. The Association may retain or employ property managers and other persons to maintain and manage the SPYGLASS RIDGE Property, the Common Elements and Limited Common Elements. The Association may request that any persons retain or employed as property managers or to maintain and manage the PRESCOTT POINT Condominium and/or the PRESCOTT POINT Property also manage, maintain or provide other services to the Condominium. In such event, a pro rata share of the compensation paid to such property manager and other persons providing such services shall be directly assessed against the Association in the proportion that the Association's Master Allocated Interest bears to the Master Allocated interests of all Master Units receiving such services or on any other reasonable basis as may be determined by the Master Association.

### ARTICLE 14 ASSESSMENTS: LIABILITY OF SUB-CONDOMINIUM UNIT OWNERS

**Section 14.1** Power to Assess. The Association, acting through the Executive Board in accordance with the Bylaws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses, including, but not limited to, such amounts as are necessary for uncollectable assessments, budget deficits, such reserves as are hereinafter described and such additional reserves as the Executive Board shall deem necessary or prudent, and such other expenses as are specifically provided for in the Act, this Declaration or the Bylaws. The Common Expenses shall include the Association's share of the Master Common Expenses and other sums assessed by the Master Association upon the SPYGLASS RIDGE Property and/or the Association. The Association shall establish an adequate reserve fund for maintenance, repair and replacement of those Common Elements which are anticipated to require replacement, repair or maintenance on a periodic basis. The reserve fund shall be funded by monthly payments as a part of the Common Expenses. In addition, the initial purchaser of each Sub-Condominium Unit shall pay to the Association at the closing an amount equal to two (2) months estimated Common Expense liability for the Sub-Condominium Unit being purchased.

**Section 14.2** Special Assessments. If the cash requirement estimated at the beginning of any fiscal year

shall prove to be insufficient to cover the actual Common Expenses for such fiscal year for any reason (including, by way of illustration and not limitation, any Sub-Condominium Unit Owner's non-payment of his assessment or municipal assessments not yet assessed), the Executive Board shall have the power, at any time (and from time to time) it deems necessary and proper, to levy one or more Special Assessments against each Sub-Condominium Unit Owner. Special Assessments shall be due and payable in the manner and on the date set forth in the notice thereof.

**Section 14.3 Payment of Assessments.** Each Unit owner shall pay all assessments levied by the Association. Such assessments shall be due and payable on a monthly basis as designated by the Executive Board. Assessments that are unpaid for over fifteen (15) days after the due date shall bear interest at the rate of 1% per month from the due date until paid. In the sole discretion of the Executive Board, a late charge of 5% per assessment not paid when due may be assessed against the delinquent Unit owner.

**Section 14.4 Failure to Fix New Assessments.** If the Executive Board shall fail to fix new Monthly Assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Sub-Condominium Unit Owners shall continue to pay the same sums they were paying for such Monthly Assessments during the fiscal year just ended and such sum shall be deemed to be the new Monthly Assessments for the succeeding fiscal year. If the Executive Board shall change the Monthly Assessment at a later date, the difference between the new Monthly Assessment, if greater, and the previous year's Monthly Assessment up to the effective date of the new Monthly Assessment shall be treated as if it were a Special Assessment under Section 14.2 hereof; thereafter each Sub-Condominium Unit Owner shall pay the new Monthly Assessment. In the event the new Monthly Assessment is less than the previous year's Monthly Assessment, in the sole discretion of the Executive Board, the excess either shall be refunded, to the Sub-Condominium Unit Owners in equal shares, credited against future Monthly Assessments or retained by the Association for reserves.

**Section 14.5 No Exemption by Waiver.** No Sub-Condominium Unit Owner may exempt himself from liability for the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Sub-Condominium Unit or otherwise.

**Section 14.6 Personal Liability of Unit Owners** All sums assessed by the Association as Monthly Assessment or Special Assessment shall constitute the personal liability of the owner of the Unit so assessed and also, until fully paid, shall constitute a lien against such Unit pursuant to Section 34-36.1-3.16 of the Act. The Association may take action for failure to pay any assessment or other charges pursuant to Section 34-36.1-3.16 of the Act. The delinquent owner shall be obligated to pay (a) all expenses of the Executive Board, including reasonable attorneys' fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (b) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

**Section 14.7 Liability of purchaser of Unit for Unpaid Assessments.** Subject to the provisions of Section 34-36.1-4.09 of the Act, upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall be jointly and severally liable with the grantor thereof for all unpaid assessments for General Common Expenses which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, but such joint and several liability shall be without prejudice to such grantee's right to recover from such grantor the amount of any such unpaid assessments as

may be provided in the applicable agreement between the grantor and the grantee.

**Section 14.8** Intentionally Omitted.

**Section 14.9** Working Capital Fund. Upon the initial transfer of title from the Declarant to the purchaser of each Unit other than an Affiliate of the Declarant, the Association shall collect from such purchaser an amount equal to a minimum of two months estimated Common Expense liability, which monies shall be deposited into a working capital fund under the control of the Association. No Unit owner is entitled to a refund of these monies by the Association upon the subsequent conveyance of his Unit or otherwise.

**Section 14.10** Reserve Fund for Waste Water Treatment Plant. Upon the initial transfer of title from the Declarant to the purchaser of Residential Sub-Condominium Unit upon which the Declarant has constructed a Residential Structure thereon, other than a transfer to an Affiliate, the Association shall collect from such initial purchaser the sum of \$900.00 per bedroom in the Unit purchased, which monies shall be deposited into a Reserve Fund for the Waste Water Treatment Plant under the control of the Master Association. In the event a Residential Structure is constructed on a Sub-Condominium Unit after conveyance by the Declarant or its Affiliate, or an additional bedroom or bedrooms are added after the initial sale or conveyance as aforesaid, the Association shall collect from the Unit Owner the sum of \$900.00 per bedroom or additional bedroom, as the case may be. Said funds shall be used by the Master Association to reimburse the Declarant for funds it advanced to assure compliance with the RIPDES permit issued by the Rhode Island Department of Environmental Management and the proper operation and maintenance of the Waste Water Treatment Plant. Said funds shall be reimbursed to Declarant upon Declarant's request until such time as Declarant shall have been fully reimbursed for the funds so advanced. After Declarant has been fully reimbursed, said funds shall be used to assure compliance with the said RIPDES permit.

**Section 14.11** Surplus. The Budget of the Association shall segregate Limited Expenses, if any are anticipated, from General Common Expenses. Any amounts accumulated from assessments for Limited Expenses in excess of the amount required for actual Limited Expenses shall be credited to each Unit Owner paying a share of such Limited Expenses in proportion to the share of such Limited Expenses paid by each such unit owner, such credits to be applied to the next Monthly Assessment of Limited Expenses due from said Unit owners under the current fiscal year's budget, and thereafter, until exhausted. Any amounts accumulated from assessments for General Common Expenses in excess of the amount required for actual General Common Expenses and reserves for future General Common Expenses, unless otherwise directed by the Executive Board of the Association, in its sole discretion, shall be credited to each Unit Owner in equal amounts, such credit to be applied to the next Monthly Assessments of General Common Expenses due from said Unit Owner under the current fiscal year's budget, and thereafter, until exhausted or retained by the Association for reserves.

**ARTICLE 15**

**DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS**

**Section 15.1** Reservation of Rights. In addition to any and all applicable rights reserved in the Master Declaration, the Declarant reserves to itself and for the benefit of its successors and assigns, (including, without limitation, its Mortgagees and Affiliates), pursuant to Sections 34-36.1-1.03(11) and 34-36.1-2.05(a)(8) of the Act, the right to add real estate to the Condominium and to create units including, without limitation, to create Sub-Condominium Units, Common Elements and/or Limited Common Elements within the Condominium. The Declarant also reserves to itself and for the benefit of its

successors and assigns (including, without limitation, its Mortgagees and Affiliates), pursuant to Sections 34-36.1-1.03(11) and 34-36.1-2.05(a)(8) of the Act, the right to complete all improvements shown on the Plats and the Plans, to exercise the Development Rights and Special Declarant Rights set forth above or referred to in this Declaration from time to time and in phases, to maintain models and sales offices and to exercise the easement rights as set forth in Article 6 hereof, to make the Condominium subject to a master association, to appoint or remove any officer or Executive Board member during any period of Declarant control of the Association and any and all other Development Rights and Special Declarant Rights as are now allowed or in the future may be allowed by the Act. The real estate subject to Development Rights and Special Declarant's Rights is the PRESCOTT POINT HILL Property (which is described on Exhibit A) and all subsequent Sub-Condominium Units created by Declarant. The time limit for Declarant's exercise of the foregoing Development Rights and Special Declarant Rights is thirty (30) years from the date this Declaration is recorded or such earlier time as the right to do so expires pursuant to the terms Rhode Island Condominium Act, as applicable, or is terminated in a recorded instrument by the Declarant.

**Section 15.2** Declarant's Rights and Obligations With Respect to Common Elements. In accordance with the Units being so-called "Land Only Units" under RIGL 34-36.1-2.01 (c), Declarant reserves the right to construct any and all Structures permitted herein or by the Plats and Plans, and, in connection with such Structures, to construct associated Common Element infrastructure, including, without limitation, the interior streets or drives, parking areas, sidewalks, curbing, street lighting, storm water management facilities, paths and all other improvements that will be Common Elements. Except for improvements that might from time to time be identified on the Plats and Plans as "Must be Built", and except for improvements required as a condition of subdivision and land development approval by applicable municipal or other governmental authorities, the Declarant shall have no obligation to construct such improvements.

**Section 15.3** Exercise of Right. The exercise of the Development Rights and/or Special Declarant Rights reserved or referenced herein shall be in accordance with and governed by the provisions of the Act including without limitation Section 34-36.1-2.10.

## ARTICLE 16 ASSIGNABILITY OF DECLARANT'S RIGHTS

The Declarant may assign any or all of its rights or privileges reserved or established by this Declaration or the Act in accordance with the provisions of the Act and applicable laws.

## ARTICLE 17 AMENDMENT OF DECLARATION

Pursuant to Section 34-36.1-2.17 of the Act and except as provided therein for amendments which may be executed by the Declarant (including, without limitation, amendments pursuant to Section 34-36.1-2.10 which may be unilaterally executed and recorded by the Declarant), the Association or certain Sub-Condominium Unit Owners, this Declaration may be amended only by vote or agreement of Sub-Condominium Unit Owners of Sub-Condominium Units to which sixty-seven (67%) percent of the votes in the Association are allocated based upon the total aggregate Allocated Interests in the Condominium; provided, however, that the provisions in Section 7.2 and in Article 8 may not be amended without the prior written approval of Mortgagees of Sub-Condominium Units to which fifty-one (51%) percent of the votes in the Association are allocated based upon Allocated Interests.

ARTICLE 18  
TERMINATION

The Condominium may be terminated only by agreement of the Sub-Condominium Unit Owners of Sub-Condominium Units to which eighty (80%) percent of the votes in the Association are allocated based upon the total aggregate Allocated Interests in the Condominium. Termination of the Condominium will be governed by the provisions of Section 34-38.1-2.18 of the Act.

ARTICLE 19—INTENTIONALLY OMITTED

ARTICLE 20  
WASTE WATER TREATMENT

**Section 20.1 Powers of Master Association.** Pursuant to the Master Declaration, the Master Association, acting through the Master Executive Board, will operate, maintain, repair and replace the Wastewater Treatment System. The Master Executive Board shall have the power and authority to pass rules and regulations, subject to any review and approval by DEM as required by DEM or any applicable law, regarding use of the system and to authorize charges based upon water usage. Usage charges may be expressly assessed based upon usage as deemed appropriate by the Executive Board.

**Section 20.2 Capital Improvements.** The Wastewater Treatment Facility shall be a Master Common Expense and each Master Unit Owner within the Master Condominium and Sub-Condominium Unit Owners, as applicable, shall be liable for the repair and replacement of the same in accordance with his Allocated Interest

**Section 20.3 WWTF Working Capital Fund.** Prior to the issuance of the OWTS Certificate of Conformance by DEM, the Master Association shall create a WWTF Working Capital Fund with a budget which includes line items for a capital account for the WWTF and an operating and maintenance budget for the WWTF and sewer system. The budget shall be sufficient to fund the operation and maintenance of the WWTF and sewer system as well as a reserve for scheduled replacement of the WWTF and sewer system. By January 30<sup>th</sup> of each year, the Master Association shall submit a report on the status of the WWTF Working Capital Fund and on the operating and maintenance budget for the upcoming calendar year to RIDEM for its review and approval. Should the RIDEM determine that the WWTF Working Capital Fund does not sufficiently fund the operation, maintenance and scheduled replacement of the WWTF and sewer system, the Master Association shall make any necessary changes, as identified by RIDEM, to provide sufficient funding. The budget shall be funded from usage charges billed to and paid by the unit owners based on the sewer rates of the City of Newport. Any deficit in the WWTF Working Capital Fund shall, at the discretion of the Association, either be funded by an increase in the sewer rate for usage of the WWTF or treated as a Master Common Expense assessable to and to be collected from all Master Land Unit Owners and Individual Unit owners, as the case may be, in accordance with Section 4.3 hereof.

**Section 20.4 WWTF Compliance Account.** The Declarant and all Sub-Condominiums and Sub-Condominium unit owners must comply with the OWTS permit for the WWTF and all applicable rules and regulations of RIDEM with respect thereto. There is currently an escrow account in the amount of \$200,000, held by Moore, Virgadamo & Lynch, Ltd as Escrow Agent, to assure compliance with these requirements. This Account will be kept available to RIDEM to

address or respond to any and all violations of the OWTS Regulations, the Water Quality Regulations and to address any threat to human health or the environment from sewage at Prescott Point. If non-compliance poses an imminent threat to human health or the environment, RIDEM shall have immediate access to the escrow funds. If non-compliance does not pose an imminent threat to human health or the environment, RIDEM shall provide thirty (30) days written notice for the Master Association to attain compliance, after which, if the Master Association has failed to attain compliance, RIDEM shall then have immediate access to the escrow funds. Legal challenges to RIDEM's determination of compliance or imminent threat shall not impede RIDEM's ability to obtain the funds in said Account, as herein provided. Any deficit or reduction in said Account, for any reason, shall be treated as a Master Common Expense assessable to and to be collected from all Master Land Unit Owners and Individual Unit owners, as the case may be, in accordance with Section 4.3 hereof."

**Section 20.5** Sub-Condominium Assessments—WWTF as a Master Common Element. The WWTF is a Master Common Element, with each Unit owner responsible to pay his, her, or its allocated share of all Master Common Expenses as defined in this Declaration and the Master Declaration including, without limitation, as contemplated in Article 20 of the Master Declaration.

## ARTICLE 21 MISCELLANEOUS PROVISIONS

**Section 21.1** Declarant's Right to Lease Units. Declarant shall have the absolute right and privilege of leasing any or all of the Units owned by it on a short or long term basis for the uses permitted by this Declaration, and the Declarant's lessees, invitees, guests, etc. shall be entitled to all of the privileges and rights, and be subject to the requirements prescribed hereunder, of a Unit owner with respect to the use of the PRESCOTT POINT Property and the SPYGLASS RIDGE Property excluding voting rights which shall remain with the Declarant.

**Section 21.2** Declarant Use as Sales Model. Declarant, and its successors and assigns, shall be entitled to use one or more of the units as models for purposes of a sales model and/or office and/or guest accommodations, it being the intent of Declarant that said reserved rights do not conflict with the residential use restriction described hereinabove.

## ARTICLE 22 GENERAL PROVISIONS

**Section 22.1** Headings. The headings used in this Declaration and the table of contents are inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

**Section 22.2** Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion hereof unless such deletions shall destroy the uniform plan of development and operation of the condominium project which this Declaration is intended to create.

**Section 22.3 Applicable Law.** This Declaration shall be governed by and construed according to the laws of the State of Rhode Island.

**Section 22.4 Interpretation.** The provisions of this Declaration shall be liberally construed in order to effect Declarant's desire to create a uniform plan for development and operation of the condominium project and to permit compliance with the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association.

**Section 22.5 Effective Date.** This Declaration shall become effective when it and the Plats and Plans have been recorded.

**Section 22.6 Notices.** All notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the second business day after the day on which mailed by certified mail, return receipt requested, addressed to the address maintained in the register of current addresses established by the Association.

**Section 22.7 Exhibits.** All exhibits attached to this Declaration are hereby made a part of this Declaration

**IN WITNESS WHEREOF**, Declarant, by its officer duly authorized, has caused this Declaration to be duly executed the day and year first above written.

PRESCOTT POINT, LLC.

By \_\_\_\_\_  
Christopher C. Bicho, Co- Managing Member

STATE OF RHODE ISLAND  
COUNTY OF NEWPORT

In said County and State on the \_\_\_\_\_ day of March 2024, before me personally appeared Christopher C. Bicho, known by me to be a Co-Managing Member of Prescott Point LLC. and he acknowledged said instrument by him so executed to be his free act and deed in said capacity and the free act and deed of said Prescott Point, LLC.

\_\_\_\_\_  
Notary Public

EXHIBIT A  
Legal Description  
Master Land Unit #9

New Legal

EXHIBIT B

ALLOCATED INTERESTS IN COMMON  
ELEMENTS  
APPURTENANT TO UNITS AND COMMON  
EXPENSE SHARE

New allocation

TOTAL 100.000%

EXHIBIT C

INTENTIONALLY OMITTED

EXHIBIT D

PLATS AND PLANS

**[Titles to Plats and Plans to be inserted here]**

## EXHIBIT E

### TITLE EXCEPTIONS

2. The premises is subject to any unrecorded leases and/or agreements.
3. The premises is subject to liens for taxes and assessments which become due and payable subsequent to the date of the policy.
4. The premises is subject to unpaid assessments for common expenses or charges against the herein described premises.
5. The premises is subject to the terms and provisions as set forth in Chapter 36 and 36.1 of the Rhode Island General Laws, as amended.
6. The real estate contains a stream, a pond and wetlands system and as such the title policy will except the rights of the State of Rhode Island and the United States to regulate the same and to take the same with or without compensation. Subject to rights of other for flowage and drainage of surface water over and across the wetland areas to the stream thereon. This Policy does not insure that the owner of the insured premises has any right to drain through or otherwise use said streams, ponds and wetlands across adjacent land.
7. Subject to the right of the ROMAN CATHOLIC BISHOP OF PROVIDENCE to the continued flowage and drainage of surface water over and across the premises to the stream thereon for the benefit of Lot 1 on Portsmouth Tax Assessor's Plat 55.
8. Utility easement to Newport Electric Corporation dated October 27, 1961 and recorded in the Middletown Land Evidence Records in Book 71 at Page 181 and as shown on that plan entitled "NEWPORT ELECTRIC CORPORATION SUBJECT: PROPOSED POLE LINE EASEMENT ON PROPERTY OF OUR LADY OF HOPE NOVITIATE OFF WEST MAIN RD, MIDDLETOWN, RI." dated 7/21/61 and recorded in Plan Book 5 at Page 2-1 of the Middletown Land Evidence Records.
9. Terms and conditions of a Town of Middletown zoning decision granting a special use permit to develop the premises dated June 28, 2000 and record in the Middletown Land Evidence Records on June 28, 2000 in Book 546 at Page 228.
10. Terms and conditions of a Town of Portsmouth zoning decision granting a special use permit to develop the premises dated June 3, 2000 and recorded in the Portsmouth Land Evidence Records on June 15, 2000 in Book 641 at Page 264 and recorded in the Middletown Land Evidence Records on June 28, 2000 in Book 546 at Page 268.
11. Matters shown on that plan entitled "ALTA/ACSM PLAN PORTSMOUTH A.P. 55. LOTS 1A, MIDDLETOWN A.P. 104. LOT 7 WEST MAIN ROAD PORTSMOUTH/MIDDLETOWN, RI ISSUED FOR ADULT ASSISTED LIVING CARE ASSOCIATES LLC, C/O WALL STREET EQUITIES SCALE 1"= 150' DATE 11 SEPT 00, DRAWING NUMBER L-1 SHEET 1 OF 1 PROJECT NUMBER: 00092.3" Prepared by Northeast Engineers and Consultants 42 Valley Rd., Middletown, Rhode Island 02842, recorded in the Portsmouth Land Evidence Records on September 20,

2000 at 9:59 AM as Document #00-3596 and Plan #588 and as recorded in the Middletown Land Evidence Records on September 20, 2000 at 9:17 AM bearing document #02805 and Plan #2000-15, including the following:

- (a) A wetland complex at the southeasterly corner of the premises;
- (b) A cemetery, with rights of seplucher, along the southerly boundary line which is predominantly on the described premises but may encroach on the boundary line;
- (c) A cemetery, with rights of seplucher, along the northerly boundary line of the adjacent property to the south of the described premises which is predominantly on the adjacent property but which encroach on the boundary line with the described premises;
- (d) A stream and wetland complex running in a northwesterly/southeasterly line through the middle of the property and any rights of others to drain through or otherwise use the stream, this policy does not insure that the owner of the described premises has any right to drain through or otherwise use the said stream across adjacent land; and
- (e) Drainage Easement See Reference #7 — "PLAN SHOWING PROPOSED DRAINAGE THRU PROPERTY OF REDWOOD FARMS..." in Plan Book 6 at Page 14.

12. Matters shown on that certain plan entitled, "COMBINATION OF LOTS A.P. 55 LOTS 1A, 8, 9, 10, 11, 12, & 13 PORTSMOUTH, R.I. ISSUED FOR ADULT ASSISTED LIVING CARE ASSOCIATES, LLC 0/0 WALL STREET EQUITIES ADMINISTRATIVE SUBDIVISION" prepared by Northeast Engineers and Consultants 42 Valley Road, Middletown Rhode Island 02842, which plan was duly recorded in the Portsmouth Land Evidence Records on September 20, 2000 at 9:58 AM as Map #587 bearing document #00-3595 and recorded in the Middletown Land Evidence Records on September 20, 2000 at 9:15 AM as Plan #2000-14.

13. Grant of Easement from Adult Assisted Care Associates, LLC to The Narragansett Electric Company and Verizon New England Inc. recorded on December 7, 2001 in the Middletown Land Evidence Records in Book 623 at Page 267 and recorded on December 26, 2001 in the Portsmouth Land Evidence Records in Book 745 at Page 198.

14. Terms, Conditions, Provisions of Declaration of Condominium for Freedom Bay Condominium dated May 19, 2004 and recorded in the Portsmouth Land Evidence Records in Book 1033 at Page 168 and in the Middletown Land Evidence Records in Book 852, at Page 74. As amended by the First Amendment to Declaration of Condominium of Freedom Bay Condominium dated September 17, 2004 and recorded September 29, 2004 at 9:15 AM in Book 1062 at Page 236 of the Portsmouth Land Evidence Records and in the Middletown Land Evidence Records at 9:47 AM in Book 872, at Page 256, as further affected by Second Amendment recorded in Book 1098 at Page 163 in the Portsmouth Land Evidence Records; as further affected by Amended and Restated Declaration of the Freedom Bay Condominium dated November 4, 2005 and recorded in Book 955 at Page 153 in the Middletown Land Evidence Records and in Book 1158 at Page 103 in the Portsmouth Land Evidence Records and as shown on the plats and plans recorded as Map #2005-46 and #2005-47 in the Middletown Land Evidence Records and as Map #990 in the Portsmouth Land Evidence Records' as further affected by First Amendment to the Amended and Restated Declaration of the Freedom Bay Condominium dated November 4, 2005 and recorded in Book 957 at Page 58 in the Middletown Land Evidence Records and in Book 1159 at Page 164 in the Portsmouth Land Evidence Records and as shown as Map #2005-50 in the Middletown Land Evidence Records and as Map #997 in the Portsmouth Land Evidence Records; as affected by Second Amended and Restated Declaration of Condominium of Prescott Point Condominiums f/k/a The Freedom Bay dated December 3, 2010 and recorded in Book 1222 at Page 64 of the Middletown Land Evidence Records and in Book 1461 at Page 66 of the Portsmouth Land Evidence Records, as affected by the First Amendment to the Second Amended and Restated Declaration of Condominium of Prescott Point Condominium, f/k/a Freedom Bay Condominium

dated November 3, 2011 and recorded on November 7, 2011 in Book 1260 at Page 191 of the Middletown Land Evidence Records and in Book 1505 at Page 226 of the Portsmouth Land Evidence Records; , as affected by the Second Amendment to the Second Amended and Restated Declaration of Condominium of Prescott Point Condominium, f/k/a Freedom Bay Condominium dated December 30, 2013 and recorded on November 30, 2013 in Book 1371 at Page 132 of the Middletown Land Evidence Records and in Book 1639 at Page 188 of the Portsmouth Land Evidence Records, as affected by the Third Amendment to the Second Amended and Restated Declaration of Condominium of Prescott Point Condominium, f/k/a Freedom Bay Condominium dated July , 2015 and recorded in Book 1433 at Page 63 of the Middletown Land Evidence Records and in Book 1709 at Page 17 of the Portsmouth Land Evidence Records, as affected by the Fourth Amendment to the Second Amended and Restated Declaration of Condominium of Prescott Point Condominium, f/k/a Freedom Bay Condominium dated September 30, 2015 and recorded in Book 1451 at Page 249 of the Middletown Land Evidence Records and in Book 1729 at Page 12 of the Portsmouth Land Evidence Records; as the same may be further amended from time to time.

15. Rhode Island Department of Environmental Management Insignificant Alteration Permit dated June 7, 2000 and recorded in Book 1049, at Page 98 in the Portsmouth Land Evidence Records and in Book 867 at Page 86 in the Middletown Land Evidence Records; as affected by Revised Permit dated April 27, 2001 and recorded in Book 1049 at Page 101 in the Portsmouth Land Evidence Records and in Book 867 at Page 83 in the Middletown Land Evidence Records; as further affected by Letter dated August 31, 2004 and recorded in Book 1058 at Page 222 in the Portsmouth Land Evidence Records; as further affected by Revised Permit dated September 3, 2004 and recorded in Book 1058 at Page 224 in the Portsmouth Land Evidence Records and in Book 870 at Page 36 in the Middletown Land Evidence Records; as further affected by Revised Permit dated July 8, 2005 and recorded in Book 1135 at Page 280 in the Portsmouth Land Evidence Records and in Book 937 at Page 62 in the Middletown Land Evidence Records.

16. Letter and Permit by the Rhode Island Department of Environmental Management dated August 23, 2004 and recorded August 26, 2004 in Book 1054 at Page 291 in the Portsmouth Land Evidence Records and in Book 868 at Page 1 in the Middletown Land Evidence Records.

17. Declaration of Condominium of the Orchards at Freedom Bay dated November 4, 2005 and recorded in Book 955 at Page 241 in the Middletown Land Evidence Records and in Book 1158 at Page 191 in the Portsmouth Land Evidence Records; as affected by First Amendment dated November 9, 2005 and recorded in Book 1159 at Page 167 in the Portsmouth Land Evidence Records and in Book 957 at Page 61 in the Middletown Land Evidence Records; as further affected by Second Amendment dated November 14, 2005 and recorded in Book 957 at Page 108 in the Middletown Land Evidence Records and in Book 1159 at Page 265 in the Portsmouth Land Evidence Records; as further affected by Third Amendment dated December 2, 2005 and recorded in Book 960 at Page 136 in the Middletown Land Evidence Records and in Book 1164 at Page 249 in the Portsmouth Land Evidence Records and as shown on the plats and plans recorded as Map #2005-52 through #2005-63 in the Middletown Land Evidence Records and as Map #991 through #996, #1000 through #1006 and #1014 through #1018 in the Portsmouth Land Evidence Records; as further affected by Fourth Amendment dated September 30, 2010 and recorded in Book 1212 at Page 151 in the Middletown Land Evidence Records and in Book 1448 at Page 117 in the Portsmouth Land Evidence Records; as affected by Fifth Amendment to the Declaration of Condominium of the Orchards at Prescott Point Condominium dated January 21, 2011 and recorded in Book 1228 at Page 1 of the Middletown Land Evidence Records and in Book 1468 at Page 317 of the Portsmouth Land Evidence Records; as shown on plan recorded as Plan 1360 in the Portsmouth Land Evidence Records and in the Middletown Land Evidence Records as Plan No. 327; as affected by Sixth Amendment to the Declaration of Condominium of the Orchards at Prescott Point dated March 9, 2011 and recorded in Book 1475 at Page 147 of the Portsmouth Land Evidence Records and recorded in Book 1233 at Page 219 of the Middletown Land Evidence Records together with the plan attached thereto; as affected by Seventh Amendment to the Declaration of

Condominium of the Orchards at Prescott Point Condominium dated April 13, 2011, and recorded in Book 1479 at Page 143 of the Portsmouth Land Evidence Records and recorded in Book 1237 at Page 250 of the Middletown Land Evidence Records together with the plan attached to the Fifth Amendment; as affected by Eighth Amendment to the Declaration of Condominium of the Orchards at Prescott Point Condominium dated June 14, 2011 and recorded in Book 1487 at Page 35 of the Portsmouth Land Evidence Records and recorded in the Middletown Land Evidence Records in Book 1243 at Page 312 together with the plan recorded simultaneously with this Amendment in each Town; as affected by the Ninth Amendment to the Declaration of Condominium of the Orchards at Prescott Point Condominium dated December 5, 2011 and recorded in Book 1510 at Page 17 of the Portsmouth Land Evidence Records and recorded in the Middletown Land Evidence Records in Book 1264 at Page 68 ; as affected by the Tenth Amendment to the Declaration of Condominium of the Orchards at Prescott Point Condominium dated August 3, 2012 and recorded in Book 1553 at Page 337 of the Portsmouth Land Evidence Records and recorded in book 1299 at Page 232 of the Middletown Land Evidence Records ; as affected by the Eleventh Amendment to the Declaration of Condominium of the Orchards at Prescott Point Condominium dated November \_\_\_\_, 2012 and recorded in Book 1576 at Page 176 of the Portsmouth Land Evidence Records and recorded in book 1320 at Page 64 of the Middletown Land Evidence Records; as affected by Twelfth Amendment to the Declaration of Condominium of The Orchards at Prescott Point Condominium dated December \_\_\_\_, 2012 and recorded in Book 1578 at Page 167 of the Portsmouth Land Evidence Records and recorded in Book 1321 at Page 290 of the Middletown Land Evidence Records; as affected by Thirteenth Amendment to the Declaration of Condominium of The Orchards at Prescott Point Condominium dated April , 2013 and recorded in Book 1602 a Page 301 of the Portsmouth Land Evidence records and recorded in Book 1339 at Page 165 of the Middletown Land Evidence Records; as affected by Fourteenth Amendment to the Declaration of Condominium of The Orchards at Prescott Point Condominium dated April , 2013 and recorded in Book 1602 a Page 301 of the Portsmouth Land Evidence records and recorded in Book 1339 at Page 165 of the Middletown Land Evidence Records; as affected by Fifteenth Amendment to the Declaration of Condominium of The Orchards at Prescott Point Condominium dated July 19 , 2013 and recorded in Book 1619 a Page 114 of the Portsmouth Land Evidence records and recorded in Book 1352 at Page 3 of the Middletown Land Evidence Records ; as affected by Agreement of Merger dated December 31, 2012 and recorded in Book 1636 a Page 1 of the Portsmouth Land Evidence records; as affected by Sixteenth Amendment to the Declaration of Condominium of The Orchards at Prescott Point Condominium dated November 25 2013 and recorded in Book 1638 at Page 81 of the Portsmouth Land Evidence records and recorded in Book 1369 at Page 31 of the Middletown Land Evidence Records; as affected by Termination Agreement dated December 30, 2013 and recorded in Book 1639 at Page 211 of the Portsmouth Land Evidence Records and in Book 1371 at Page 155 of the Middletown Land Evidence Records together with the plans recorded simultaneously with the Amendments in each Town; as the same may be amended from time to time (as to Master common areas only)

18. By-Laws of the Orchards at Freedom Bay Condominium Association dated November 14, 2005 and recorded in Book 957 at Page 111 in the Middletown Land Evidence Records and in Book 1159 at Page 268 in the Portsmouth Land Evidence Records; as affected by First Amendment to By-laws of The Orchards at Prescott Point Condominium Association dated November 25, 2013, 2013 and recorded in Book 1638 a Page 85 of the Portsmouth Land Evidence records and recorded in Book 1369 at Page 35 of the Middletown Land Evidence Records (as to common areas only)

19. By-Laws of the Freedom Bay Condominium Association dated April 30, 2004 and recorded in Book 958 at Page 67 in the Middletown Land Evidence Records and in Book 1161 at Page 100 in the Portsmouth Land Evidence Records.

20. By-Laws of Beech Hill at Prescott Point Condominium Association dated September 24, 2010 and recorded in Book 1212 at Page 154 in the Middletown Land Evidence Records and in Book 1448 at Page 120 in the Portsmouth Land Evidence Records.; as affected by First Amendment to By-laws of Beech Hill at

Prescott Point Condominium Association dated November 25, 2013, 2013 and recorded in Book 1638 at Page 77 of the Portsmouth Land Evidence records and recorded in Book 1369 at Page 27 of the Middletown Land Evidence Records ; as affected by Second Amended By-laws of Beech Hill at Prescott Point Condominium Association dated December 8, 2015 and recorded in Book 1728 at Page 324 of the Portsmouth Land Evidence records and recorded in Book 1451 at Page 70 of the Middletown Land Evidence Records

21. Decision of the Portsmouth Zoning Board of Review dated November 12, 2005 and recorded in Book 1163 at Page 164 in the Portsmouth Land Evidence Records.

22. Declaration of Condominium of Beech Hill at Freedom Bay Condominium dated December \_\_\_\_\_, 2005 and recorded in Book 960 at Page 140 in the Middletown Land Evidence Records and in Book 1164 at Page 253 in the Portsmouth Land Evidence Records and as shown on the plats and plans recorded as Map #2005-64 through #2005-70 in the Middletown Land Evidence Records and as Map #1007 through Map #1013 in the Portsmouth Land Evidence Records; as further affected by First Amendment dated September 30, 2010 and recorded in Book 1212 at Page 148 in the Middletown Land Evidence Records and in Book 1448 at Page 114 in the Portsmouth Land Evidence Records; ; as further affected by Corrective First Amendment dated October 31, 2013 and recorded in Book 1365 at Page 268 in the Middletown Land Evidence Records and in Book 1633 at Page 83 in the Portsmouth Land Evidence Records; as further affected by Second Amendment dated March 21, 2012 and recorded in Book 1279 at Page 307 of the Middletown Land Evidence Records and in Book 1529 at Page 1 of the Portsmouth Land Evidence Records, as further affected by Third Amendment dated April , 2013 and recorded in Book 1603 at Page 261 of the Portsmouth Land Evidence Records and in Book 1340 at Page 459 of the Middletown Land Evidence Records.; as further affected by Fourth Amendment dated November 25, 2013 and recorded in Book 1369 at Page 23 in the Middletown Land Evidence Records and in Book 1638 at Page 73 in the Portsmouth Land Evidence Records; as further affected by Agreement of Merger dated December 31, 2012, 2010 and recorded in Book 1636 at Page 1 in the Portsmouth Land Evidence Records; as further affected by Fifth Amendment dated December 30 2013 and recorded in Book 1371 at Page 138 in the Middletown Land Evidence Records and in Book 1639 at Page 194 in the Portsmouth Land Evidence Records; as further affected by Sixth Amendment dated February 27, 2014 and recorded in Book 1377 at Page 1 in the Middletown Land Evidence Records and in Book 1644 at Page 193 in the Portsmouth Land Evidence Records; as further affected by Seventh Amendment dated February 27, 2014 and recorded in Book 1377 at Page 6 in the Middletown Land Evidence Records and in Book 1644 at Page 198 in the Portsmouth Land Evidence Records; as further affected by Eighth Amendment to the Declaration dated June 5, 2014 and recorded in Book 1656 at Page 282 of Portsmouth Land Evidence Records and in Book 1386 at Page 204 of the Middletown Land Evidence Records (“Eighth Amendment”) as further affected by Ninth Amendment to the Declaration dated October , 2014 and recorded in Book 1673 at Page 107 of Portsmouth Land Evidence Records and in Book 1401 at Page 108of the Middletown Land Evidence Records (“Ninth Amendment”) as further affected by Tenth Amendment to the Declaration dated November 10, 2014 and recorded in Book 1675 at Page 88 of Portsmouth Land Evidence Records and in Book 1402 at Page 246 of the Middletown Land Evidence Records (“Tenth Amendment”) as further affected by Eleventh Amendment to the Declaration dated April 3, 2015 and recorded in Book 1694 at Page 205 of Portsmouth Land Evidence Records and in Book 1419 at Page 180 of the Middletown Land Evidence Records (“Eleventh Amendment”) as further affected by Twelfth Amendment to the Declaration dated May 14, 2015 and recorded in Book 1699 at Page 294 of Portsmouth Land Evidence Records and in Book 1425 at Page 293 of the Middletown Land Evidence Records (“Twelfth Amendment”) as further affected by Thirteenth Amendment to the Declaration dated August 18,

2015 and recorded in Book 1715 at Page 164 of Portsmouth Land Evidence Records and in Book 1439 at Page 10 of the Middletown Land Evidence Records (“Thirteenth Amendment”) as further affected by the Fourteenth Amendment to the Declaration dated September 1, 2015 and recorded in Book 1717 at Page 266 of the Portsmouth Land Evidence Records and recorded in Book 1441 at Page 298 of the Middletown Land Evidence Records (“Fourteenth Amendment”) as further affected by and restated by the Amended and Restated Declaration of Condominium of Beech Hill At Prescott Point Condominium dated December 8, 2015 and recorded in Book 1728 at Page 261 of the Portsmouth Land Evidence Records and recorded in Book 1451 at Page 7 of the Middletown Land Evidence Records, as further affected by the First Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated January 12, 2016 and recorded in Book 1734 at Page 258 of the Portsmouth Land Evidence and recorded in Book 1457 at Page 32 of the Middletown Land Evidence Records, as further affected by the Second Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated January 15, 2016 and recorded in Book 1737 at Page 106 of the Portsmouth Land Evidence and recorded in Book 1459 at Page 11 of the Middletown Land Evidence Records, as further affected by the Third Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated February 16, 2016 and recorded in Book 1738 at Page 18 of the Portsmouth Land Evidence and recorded in Book 1459 at Page 285 of the Middletown Land Evidence Records, as amended by the Fourth Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated March 23, 2016 and recorded in Book 1742 at Page 318 of the Portsmouth Land Evidence and recorded in Book 1464 at Page 248 of the Middletown Land Evidence Records, as amended by the Fifth Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated April 4, 2016 and recorded in Book 1744 at Page 48 of the Portsmouth Land Evidence and recorded in Book 1465 at Page 293 of the Middletown Land Evidence Records, as amended by the Sixth Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated April 15<sup>th</sup>, 2016 and recorded in Book 1747 at Page 330 of the Portsmouth Land Evidence and recorded in Book 1469 at Page 40 of the Middletown Land Evidence Records, as amended by the Seventh Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated April 27<sup>th</sup>, 2016 and recorded in Book 1747 at Page 336 of the Portsmouth Land Evidence and recorded in Book 1469 at Page 46 of the Middletown Land Evidence Records, as amended by the Eighth Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated April 27, 2016 and recorded in Book 1756 at Page 322 of the Portsmouth Land Evidence and recorded in Book 1475 at Page 301 of the Middletown Land Evidence Records, as amended by the Ninth Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated June 23, 2016 and recorded in Book 1757 at Page 41 of the Portsmouth Land Evidence and recorded in Book 1476 at Page 38 of the Middletown Land Evidence Records, as amended by the Tenth Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated June 29, 2016 and recorded in Book 1759 at Page 98 of the Portsmouth Land Evidence and recorded in Book 1476 at Page 227 of the Middletown Land Evidence Records, as amended by the Eleventh Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated July 12, 2016 and recorded in Book 1762 at Page 36 of the Portsmouth Land Evidence and recorded in Book 1478 at Page 306 of the Middletown Land Evidence Records the Declaration, as amended by the Twelfth Amendment to the Amended and

Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated July \_\_\_\_, 2016 and recorded in Book 1762 at Page 263 of the Portsmouth Land Evidence and recorded in Book 1479 at Page 167 of the Middletown Land Evidence Records, as amended by the Thirteenth Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated July 25, 2016 and recorded in Book 1763 at Page 252 of the Portsmouth Land Evidence and recorded in Book 1480 at Page 123 of the Middletown Land Evidence Records, as amended by the Fourteenth Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated August 31, 2016 and recorded in Book 1770 at Page 86 of the Portsmouth Land Evidence and recorded in Book 1485 at Page 127 of the Middletown Land Evidence Records, as amended by the Fifteenth Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated October 21, 2016 and recorded in Book 1778 at Page 1 of the Portsmouth Land Evidence and recorded in Book 1492 at Page 130 of the Middletown Land Evidence Records, as amended by the Sixteenth Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated November 3, 2016 and recorded in Book 1780 at Page 92 of the Portsmouth Land Evidence and recorded in Book 1494 at Page 303 of the Middletown Land Evidence Records, as amended by the Seventeenth Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated November 3, 2016 and recorded in Book 1785 at Page 89 of the Portsmouth Land Evidence and recorded in Book 1498 at Page 109 of the Middletown Land Evidence Records, as amended by the Eighteenth Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated January \_\_\_\_, 2017 and recorded in Book 1792 at Page 252 of the Portsmouth Land Evidence and recorded in Book 1504 at Page 296 of the Middletown Land Evidence Records, as amended by the Nineteenth Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated February 17, 2017 and recorded in Book 1796 at Page 32 of the Portsmouth Land Evidence and recorded in Book 1507 at Page 224 of the Middletown Land Evidence Records, as amended by the Twentieth Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated March 15, 2017 and recorded in Book 1800 at Page 70 of the Portsmouth Land Evidence and recorded in Book 1510 at Page 133 of the Middletown Land Evidence Records, as amended by the Twenty-First Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated March 15, 2017 and recorded in Book 1800 at Page 79 of the Portsmouth Land Evidence and recorded in Book 1510 at Page 142 of the Middletown Land Evidence Records, as amended by the Twenty-Second Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated March 15, 2017 and recorded in Book 1800 at Page 88 of the Portsmouth Land Evidence and recorded in Book 1510 at Page 151 of the Middletown Land Evidence Records, as amended by the Twenty-Third Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated April 21, 2017 and recorded in Book 1805 at Page 1 of the Portsmouth Land Evidence and recorded in Book 1515 at Page 182 of the Middletown Land Evidence Records, as amended by the Twenty-Fourth Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated June 14, 2017, 2017 and recorded in Book 1813 at Page 114 of the Portsmouth Land Evidence and recorded in Book 1521 at Page 288 of the Middletown Land Evidence Records, as amended by the Twenty-Fifth Amendment to the Amended and Restated Declaration of Condominium of Beech Hill at Prescott Point Condominium dated June 14, 2017, 2017 and recorded in Book 1813 at Page 123 of the Portsmouth Land Evidence and

recorded in Book 1521 at Page 297 of the Middletown Land Evidence Records, together with the plans recorded simultaneously with the Amendments in each Town; as the same may be amended from time to time (as to Master common areas only);.

23. Agreement by and between Cox-Com, Inc. d/b/a Cox Communications New England and AACA, LLC dated June 13, 2005 and recorded in Book 1187 at Page 213 in the Portsmouth Land Evidence Records.

24. Rhode Island Department of Environmental Management Insignificant Alteration Permit recorded in Book 1277 at Page 55 in the Portsmouth Land Evidence Records and in Book 1059 at Page 119 in the Middletown Land Evidence Records; as affected by Revised Permit dated January 27, 2012 and recorded on February 17, 2012 in Book 1523 at Page 202 of the Portsmouth Land Evidence Records and in Book 1274 at Page 222 of the Middletown Land Evidence Records.

25. Performance Bond to the Town of Portsmouth in the amount of \$100,000.00 dated March 10, 2005 and recorded in Book 1098 at Page 165 in the Portsmouth Land Evidence Records.

26. Subject to the terms and conditions of that certain Order and the Order, Schedules and Purchase and Sale Agreement annexed thereto all of which are recorded in Book 1076 at Pages 197-226 of the Middletown Land Evidence Records and in Book 1295 at Pages 302-331 of the Portsmouth Land Evidence Records.

27. Declarant's Rights Agreement by and between Alan M. Shine, Esq. as duly appointed and qualified receiver of Adult Assisted Care Associates, LLC and Alan M. Shine, Esq. as duly appointed and qualified receiver of Freedom Bay Cottages, LLC dated October 26, 2007 and recorded on November 20, 2007 in Book 1080 at Page 51 of the Middletown Land Evidence Records and in Book 1298 at Page 343 of the Portsmouth Land Evidence Records.

28. Environmental Land Usage Restriction Dated April 27, 2010 and recorded May 19, 2010 in Book 1425 at Page 278 in the Portsmouth Land Evidence records, as affected by DEM Interim Compliance Letter dated June 16, 2010 and recorded June 22, 2010 in Book 1430 at Page 226 in the Portsmouth Land Evidence Records.

29. Decision by the Town of Portsmouth Zoning Board of Review dated May 12, 2011 and recorded in Book 1483 at Page 62 of the Portsmouth Land Evidence Records.

30. Terms and conditions of Decision of Portsmouth Zoning Board of Review dated July 17, 2010 and recorded in Book 1436 at Page 187 in the Portsmouth Land Evidence Records.

31. Declaration of Condominium of Coggeshall-Sheffield at Prescott Point Condominium, a condominium project located partly in the Town of Portsmouth and partly in the Town of Middletown, created by that certain Declaration of Condominium dated October 1, 2015 and recorded in Book 1729 at Page 117 of the Portsmouth Land Evidence Records and also recorded in Book 1451 at Page 254 of the Middletown Land Evidence Records, as amended by First Amendment to the Declaration of Condominium of Coggeshall-Sheffield at Prescott Point Condominium dated November 30, 2016 and recorded in Book 1785, Page 98 of the Portsmouth Land Evidence Records and in Book 1498, Page 118 of the Middletown Land Evidence Records, as the same has been and may be amended from time to time (as to Master common areas only).

32. The Beech Hill at Prescott Point Condominium is subject to a utility easement granted to The Narragansett Electric Company recorded on December 9, 2016 in Book 1786, Page 247, Portsmouth Land Evidence Records and recorded on December 14, 2016 in Book 1499, Page 258, Middletown Land Evidence Records.

EXHIBIT F  
RULES AND REGULATIONS  
FOR  
PRESCOTT POINT HILL

1. The walkways and entrances to any Structures located on a Unit shall not be obstructed or used for any purpose other than ingress to and egress from the said Structure
2. No entrance to any Structures located on a Unit , or any other portions of the Master Common Elements of the Common Elements, shall be decorated by any Unit owner in any manner without prior consent of the Master Executive Board or the Executive Board, as applicable.
3. Nothing shall be hung from the decks of any Structures located on a Unit.
4. No bicycles or similar vehicles or toys or other personal articles shall be allowed to stand in the Master Common Elements or the Common Elements other than areas designated for such use.
5. No Unit owner shall make or permit any noises that will disturb or annoy the occupants of any other Unit or do or permit anything to be done therein which will materially interfere with the rights, comfort or convenience of other Unit owners.
6. Each Unit owner shall keep such Unit owner's Unit in good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, balconies or decks thereof, any dirt or other substance.
7. No shades, awnings, window guards, ventilators, fans or air conditioning devices shall be used in or about any Structures located on a Unit,, Master Common Elements, Common Elements, balconies, decks or private patios except such as shall be approved by the Executive Board.
8. No satellite dishes shall be affixed to any Structures located on a Unit, , Master Common Elements, Common Elements, balconies, decks or private patios except such as shall have been approved by the Master Executive Board or Executive Board, as applicable.
9. No sign, notice or advertisement shall be inscribed or exposed on any Unit, or at any window, door or other part of any Structures located on a Unit, except such as shall have been approved in writing by the Executive Board, nor shall anything be projected out of any Structures located on a Unit without similar approval.
10. All garbage and refuse from the Units shall be deposited with care in receptacle intended for such purpose only at such times and in such manner as the Master Association and the Association may direct. All disposals shall be used in accordance with instructions given to the Unit owner by the Master Association and Association.

11. Water-closets and other water apparatus in any Structures located on a Unit shall not be used for any purpose other than those for which they are constructed nor shall any sweepings, rubbish, rags, paper, ashes or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Unit owner in whose Unit it shall have been caused.
12. No animals of any kind shall be kept or harbored in the premises without prior written permission of the Master Executive Board and the Executive Board, which permission may be revoked at any time. In no event shall any dog be permitted in any Unit or any Structures located on a Unit unless carried or on a leash, or in any grass or garden plot, under any circumstances.
13. No radio or television aerial shall be attached to or hung from the exterior of any Structures located on a Unit except in accordance with the law and/or by and with the prior written consent of the Master Executive Board or the Executive Board.
14. The agents of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for the purposes permitted under the terms of the Declaration and Bylaws or these Rules and Regulations.
15. The Executive Board may retain a passkey to any Structures located on a Unit, provided that adequate security measurements are taken to make certain that such keys always remain in the custody of said Board. No Unit owners shall change or add any lock on any door leading into any Structures located on a Unit of such owner without prior written consent of the Executive Board. If such consent is given, the owner shall provide the Executive Board with a key for its use. All persons having access to keys as provided by this paragraph shall be bonded by the Master Association.
16. No trailers, snowmobiles, campers, motorbikes, mini bikes, ATV's, etc. are to be operated or utilized on the Property, except to enter or leave the parking area. No automobile belonging to a Unit owner or to a member of the family or guest, tenant or employee of an owner shall be parked in such a manner as to impede or prevent ready access to another Unit owner's Unit or Unit Owner's parking space. The Unit Owners, their employees, servants, agents, visitors, licensees and the Unit owner's family shall obey the parking regulations posted, and any other traffic regulations published in the future for the safety, comfort and convenience of the Unit Owners, and comply with all traffic regulations.
17. All damage to any Structures located on a Unit, Common Elements, or Master Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit owner responsible for the presence of such article.
18. No Unit owner shall interfere in any manner with any lighting apparatus in or about the Property.
19. No Unit owner shall use or permit to be brought into any Structures located on a Unit any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene or other explosives or articles deemed extra hazardous to life, limb or property, without in each case obtaining the prior written consent of the Executive Board.

20. No Unit owner shall do any painting, decorating of the exterior of any Structures located on a Unit, other than his own or make any alterations to the exterior or landscaping of the any Structures located on a Unit other than his own or the Property or any of the Common Elements unless approved by the Executive Board or permitted by the Declaration.
21. Unit owners shall be held responsible for the actions of their children and their guests and tenants.
22. Any consent or approval given under these Rules and Regulations by the Executive Board shall be revocable at any time.
23. Complaints regarding actions of other Unit owners or the Master Association shall be made in writing to the Executive Board.
24. Guns and weapons of any kind shall not be used on the Property.
25. The Unit owners shall do nothing to harm or disrupt and shall assist, to the extent possible, the Executive Board in the proper maintenance of the drainage system in the Property.

EXHIBIT G

CERTAIN EXPENSES ALLOCATED TO SUB-  
CONDOMINIUM UNITS

INTENTIONALLY OMITTED

## EXHIBIT H

### COMMON EXPENSES ALLOCATED TO ALL UNITS

The following Common Expense items and categories shall be assessable against all Unit Owners:

1. Surface land improvements comprising common areas available for use by all Unit Owners as designated by the Declarant or as provided in the Declaration (as well as any and all other applicable Common Expenses).
2. Rubbish, trash, garbage and refuse removal. **[IS THIS TO BE INCLUDED?]**
3. Snow and ice removal from Common Elements.
4. Landscape costs and expenses for Common Areas and, to the extent applicable, Limited Common Areas.
5. Association legal and accounting fees and other like fees.
6. All costs and expenses associated with the common parking areas, if any, including, without limitation, insurance, painting, roof and structure.
7. Equipment and supplies.
8. Pavement, walkways and roadways.
9. Public liability insurance.
10. Reserves for the foregoing items.
11. The Association's proportionate share of the costs for the maintenance, operation and repair of the waste water treatment facility.